



## GLOBAL TENDER FOR EXPORT OF RED SANDERS IN LOGS

### INDEX

Clause	Particulars	Page No
	DATE-SHEET AND CONTACT PERSONS	2
1	QUALIFICATION CRITERIA FOR BIDDERS	5
2	LOCATIONS & QUANTITY	6
3	COST OF TENDER DOCUMENTS	6
4	PRE BID INSPECTION BY BIDDERS	7
5	TERMS & CONDITIONS	7
6	EARNEST MONEY DEPOSIT (EMD)	8
7	PERFORMANCE BANK GUARANTEE (PBG)	10
8	TERMS OF PAYMENT	10
9	SUBMISSION OF BIDS	10
10	EVALUATION OF PRICE BIDS	13
11	AWARD OF LOA	13
12	VALIDITY OF BIDS	13
13	INDEMNITY	14
14	DISCLAIMER	14
15	ARBITRATION	14
16	FORCE MAJEURE	14
17	LIST OF ANNEXURES	15
18	IMPORTANT DATES AS PER TENDER	15
19	FRAUD PREVENTION	16
20	ANNEXURE - I : LOT WISE & GRADE-WISE DETAILS OF RED SANDERS	18
21	ANNEXURE - II : DECLARATION	20
22	ANNEXURE - III : PROFORMA FOR BANK GUARANTEE FOR EMD	22
23	ANNEXURE - IV : PROFORMA FOR BANK GUARANTEE FOR PBG	27
24	ANNEXURE VA : TECHNO-COMMERCIAL BID	31
25	ANNEXURE VB : PRICE BID	35
26	ANNEXURE VI : DRAFT CONTRACT	38
27	ANNEXURE VII : INTEGRITY PACT	52
28	ANNEXURE VIII : MANDATORY INFORMATION OF BIDDER	62

**MMTC LIMITED**  
**SCOPE COMPLEX, CORE-1, LODHI ROAD, 7 INSTITUTIONAL AREA**  
**NEW DELHI-110 003**

**GLOBAL TENDER FOR EXPORT OF “RED SANDERS WOOD IN LOG FORM”**  
**AT MUMBAI, CHENNAI AND TUTICORIN LOCATIONS**

MMTC Limited, A Govt. Of India Enterprise, under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from interested overseas buyers for export of **166.331 MT** of Red Sanders as per the details given below of Indian origin on FOB Mumbai / Chennai / Tuticorin Basis.

The stocks of Red Sanders are in the possession of Directorate of Revenue Intelligence (DRI), Govt. of India.

**DATE-SHEET AND CONTACT PERSONS**

S N	Particulars	Date / Time
i	Pre Bid Inspection of Goods	Between <b>1000 hrs</b> and <b>1700 hrs</b> on <b>12<sup>th</sup></b> & <b>13<sup>th</sup> January 2017</b> for Mumbai locations  Between <b>1000 hrs</b> and <b>1700 hrs</b> on <b>16<sup>th</sup></b> & <b>17<sup>th</sup> January 2017</b> for Chenna / Tuticorin.
ii	Pre Bid Query (Mumbai, Chennai and Tuticorin)	Bidders may mail their queries to <a href="mailto:prc@mmtclimited.com">prc@mmtclimited.com</a> <b>OR</b> <a href="mailto:chetannaik@mmtclimited.com">chetannaik@mmtclimited.com</a> (for Mumbai lots) <b>AND</b> <a href="mailto:jvnrao@mmtclimited.com">jvnrao@mmtclimited.com</a> , <b>OR</b> <a href="mailto:prabu@mmtclimited.com">prabu@mmtclimited.com</a> (for Chennai & Tuticorin lots) <b>latest by 18<sup>th</sup> January 2017.</b>
iii	Clarification for the queries	Will be uploaded in website on <b>20<sup>th</sup> January 2017</b>

iv	Tender closing time/ date	1500 Hrs. (IST) on 24/01/2017 (MMTC, New Delhi)
v	Tender (Techno-Commercial Bids) Opening time/ Date	1530 Hrs. (IST) on 24/01/2017 (MMTC, New Delhi)
vi	Tender (Price Bids of technically qualified Bidders) Opening time/ Date	1130 Hrs. (IST) on 30/01/2017 (MMTC, New Delhi). <i>In case of Change date / time / venue shall be informed to the bidders by E mail/Phone atleast 24hrs before opening the price bid.</i>

S N	Particulars	Mumbai, (Maharashtra)	Chennai/Tuticorin, (Tamilnadu)
1	Contact Persons	Shri P.Ramachandran, General Manager, and Shri Chetan Nayak, Manager (Marketing).	Shri JVN Rao, General Manager and Shri KK Prabu, Manager (Marketing),
2	Address, contact no and E Mail Ids	MMTC Limited, MMTC House, C-22, E-Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, (Phone No.+91-22-61214600 / 61214621 - 61214631 Fax No.+91-22-26572437 Email: <a href="mailto:prc@mmtclimited.com">prc@mmtclimited.com</a> Mob : 09969026079 (GM) <a href="mailto:chetannaik@mmtclimited.com">chetannaik@mmtclimited.com</a> Mob:9987501990	MMTC Limited, 6, Chennai House, Esplanade Road, Chennai - 600 108 (Phone No. +91-44-25341938 / 25340831 Fax No.+91-44-25340544 Email: <a href="mailto:jvnrao@mmtclimited.com">jvnrao@mmtclimited.com</a> , Mob : 09952997759 (GM) <a href="mailto:prabu@mmtclimited.com">prabu@mmtclimited.com</a> Mob: 09941217120
3	Bank Details for fund transfer (EMD, PBG, Advance and final value)	Name of Bank: Axis Bank Limited, Fortune 2000, Ground Floor, Bandra Kurla Complex, Bandra (E), Mumbai - 400051. Ph:022-66437900. Fax:022-66688036 / 66437999 Beneficiary name : MMTC	Name of Bank : State Bank of India, Corporate Accounts Group, Chennai, 3rd Floor, 18/3,Rukmani Lakshmipathi Road, Sigapi Achi Building, (Behind Air India Office), Egmore, Chennai - 600 008. Ph:044-28576176. Fax:044-28576143. Beneficiary name : MMTC LIMITED

		<p>LIMITED</p> <p>A/c No. 230010200004688,  IFSC Code : UTIB0000230  SWIFT Code : AXISINBB230</p> <p style="text-align: center;"><u>Or</u></p> <p>Name of the Bank : HDFC  Bank,  Address : 101-104 Tulsiani  Chambers, Free Press Journal  Marg, Nariman Point,  MUMBAI-400 021,  RTGS Code : HDFC0000001,  Branch Code : 0001, MICR  Code : 400240003,  Swift Code : HDFCINBB,  Account No. 00010310000265  Email ID :  vinod.pangam@hdfcbank.com  Contact officer :  Amrita M. Singh, Relationship  Officer  Mobile : 9324029433  amritam.singh@hdfcbank.com  sachin.chavan@hdfcbank.com  santoshs.kadam@hdfcbank.com</p>	<p>A/c No. 00000030440638845  IFSC Code : SBIN0009999  SWIFT Code : SBININBB174  AD Code :. 00-09999-9000-009</p>
4	EMD / Cost of Tender Form if in form of Banker's Cheque / DD	In favour of "MMTC Limited" payable at Mumbai	In favour of "MMTC Limited" payable at Chennai

## 1- QUALIFICATION CRITERIA FOR BIDDERS:

MMTC hereby invites bids for export of Red Sanders from interested overseas Bidders or through their authorized representatives in India who fulfill the following eligibility criteria:-

- i) The bidder should have 3 years experience in import or export.
- ii) Bidder should have valid membership certificate preferably from a local chamber of commerce or the local chamber must introduce the Bidder.
- iii) The Bidder should not be an entity blacklisted by any Indian govt. agency and they should not export back the Red Sanders into India and there is no deviation in the tender terms. (A declaration as per Annex II).
- iv) The bidder should have minimum turnover of US\$ 3 million during the last financial year and cumulative turnover of US\$ 5 million during the last 3 financial years. In case, the financials of the bidder(s) is in currency other than US\$, same will be converted in US\$ as per RBI Reference Rate on Tender Opening Date.
- v) The bidder should have registration with any Tax/Trade Licensing Authority in their country.

Note: Bidders to submit documents in support of above.

## 2- LOCATIONS & QUANTITY:-

- i) Red Sanders stock logs are lying in containers and in loose form at various locations in Maharashtra and Tamilnadu.
- ii) Location and lot-wise stock position of Red Sanders is at Annexure- I

A complete Grading list showing length, width, Girth, weight, Grade etc. in respect of stock at Maharashtra and Tamilnadu is available for inspection for bidders. Bidders may contact the persons indicated at DATE SHEET AND CONTACT PERSONS at page 3 & 4 of this tender.

- ii) Shipment period: – **Latest by 31<sup>st</sup> March 2017 (Tentative).**
- iii) Price: To be quoted on lot basis in US\$, FOB, Nhava Shava / JNPT Mumbai (for the quantity lying at Maharashtra) and Chennai / Tutocorin (for the quantity lying at Tamilnadu) port for each lot. Goods will be invoiced on B/L weight basis as per Inspection report.

## 3- COST OF TENDER DOCUMENTS:

Interested Bidders/ their Indian representatives can download the Tender documents from MMTC's website: [www.mmtclimited.com](http://www.mmtclimited.com) Or [www.tenders.gov.in](http://www.tenders.gov.in) before tender closing time. Participating bidders will be required to make an all inclusive non-refundable payment of Rs.10,000/- (Rs. Ten thousand only), by Demand Draft / Pay Order in favour of "MMTC Limited." Payable at Mumbai or Chennai Or in US\$ 150 (US Dollars One hundred fifty only), payable through SWIFT in MMTC's account As mentioned under DATE SHEET AND CONTRACT PERSONS at page no 2 & 4 of this tender.

A documentary evidence for having remitted cost of tender document may be submitted alongwith techno-commercial bid.

#### **4- PRE BID INSPECTION BY BIDDERS:-**

The interested Bidders may inspect the goods prior to submission of their Bids during the period mentioned at page one of this tender. Bidders shall inspect the goods at their own expense after co-ordination with the contact persons mentioned UNDER DATE SHEET AND CONTACT PERSON at page 3 & 4 of this tender. Bidders may forward a request in writing for Pre Bid Inspection of goods.

#### **5- TERMS & CONDITIONS:-**

- i. MMTC reserves the right to ask bidders for furnishing additional documents/ details other than those specified in the tender, if deemed necessary.
- ii. No joint venture / consortium bids will be acceptable and such bids shall be summarily rejected.
- iii. The Bidders shall undertake to abide by the statutory regulations/ conventions/ policies of Indian Government issued during the currency of the contract.
- iv. MMTC reserves the right to accept / reject any or all of the bids against the tender without assigning any reason thereof.
- v. Authorized representative / agents of foreign buyers are allowed to submit only one bid on behalf of the bidder for a particular lot. Submission of multiple bids against any particular lot by the same agent may render such bidders liable for rejection.

- vi. Incomplete and unsigned bids may not be considered and may be summarily rejected.
- vii. If any information furnished by the bidder is found to be incorrect/false, MMTC reserves the right to disqualify the bidder and terminate the contract at any stage of its execution.
- viii. Bids must be submitted in English language only. In case any of the bid documents are not in English language, Bidders will also be required to submit self certified translated copies along with the original bid at their own cost.
- ix. The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%. Banker's self certification will suffice the requirement. Bank Guarantee shall be established through any Scheduled Commercial Bank in India other than Dhanlakshmi Bank, Nainital Bank, Gramin Banks and Cooperative Banks. BG applicant should instruct the BG issuing bank to forward the original BG(s) to MMTC Limited and applicant may submit a copy of the BG with MMTC.

#### **6- EARNEST MONEY DEPOSIT (EMD) :**

The bidder shall submit EMD in the form of Bank Guarantee or through fund transfer for USD 5,000 for each lot upto 10 MTs and US\$ 10,000 for each lot greater than 10 MTs. EMD in other currencies is not acceptable. Bidder shall submit separate EMD for the quantities at Mumbai and Chennai/Tuticorin. In case a Bidder is quoting for multiple lots, they will be required to deposit EMD for each lot for the total number of lots being quoted (say USD 15,000 if bidder quotes for 3 lots of less than 10 Mts each)

MMTC may invoke the BG (EMD) in the event of :

- i) Buyer's failure to remit 20% advance payment in time;



- ii) If signed contract(s) are not returned to MMTC by the Buyer within three working days after receipt of unsigned contract alongwith Letter of Award (LOA);
- iii) Non-submission of PBG by the Buyer within 10 (Ten) working days of receipt of signed contract from the Seller;
- iv) Non-submission of workable L/C by the Buyer within 10 working days after signing the contract or an undertaking that TT Remittance will be made within 10 (ten) working days after receipt of intimation from MMTC stating that all permissions have been obtained from the respective authorities;
- v) Any other default in the performance of contract;

In Form of Bank Guarantee – Bidders may submit EMD in form of Bank Guarantee as per (**Annexure-III**) in favor of “MMTC Limited, Mumbai or Chennai (location wise) encashable at the counter of any bank in Mumbai / Chennai. BG should remain valid till 30<sup>th</sup> April 2017 with claim period upto 31<sup>st</sup> May 2017. BG (EMD) of the unsuccessful Bidders will be returned within **10 working days** from the date of receipt of signed contract from successful bidder and BG (EMD) of the successful Bidders will be returned after receipt of confirmation of PBG of the Buyer or receipt of Performance Guarantee from the Buyer through fund transfer. Bidder shall submit a copy of the BG (EMD) with their techno-commercial bid and instruct their banker to forward the original BG directly to MMTC’s respective offices, so as to reach before the date/time of submission of bid.

Through Fund Transfer – Bidders may remit the interest free EMD to the bank account (given under DATE SHEET AND CONTACT PERSON at page 3 & 4 of this tender). EMD of the unsuccessful Bidders will be returned within **10 working days** from the date of receipt of signed contract from successful bidder. Exchange fluctuation and bank

charges, if any, would be to the account of Bidder. In case of successful bidder(s), EMD received through fund transfer shall be adjusted against performance guarantee, if bidder gives performance guarantee through fund transfer. In case, bidder opts to submit performance guarantee in form of BG, then this EMD shall be adjusted against value of the goods.

## 7- PERFORMANCE BANK GUARANTEE (PBG)

See clause 7 of the draft contract (Annexure VI)

## 8- TERMS OF PAYMENT

See clause 8 of the draft contract (Annexure VI)

## 9 – SUBMISSION OF BIDS (PHYSICAL MODE ONLY):

- i. The Bidders are required to submit complete bids in TWO BID SYSTEM. All documents pertaining to technical bid should be submitted in a sealed envelope super scribed as “Techno-Commercial Bid”. The bidder shall submit “Price bid” as per the **Annexure-V-(B)** of tender document in a sealed envelop super scribed as “Price Bid”. The “Techno- Commercial Bid” and “Price Bid” shall be sealed in a third envelop duly super scribed as “Techno- Commercial Bid and Price Bid of tender number ..... Dated .....

The envelop should be submitted in the Tender Box kept at MMTC Limited, 2<sup>nd</sup> Floor, Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi 110003 Tel 91-11-2438 1426 before the tender closing date & time. Bids sent by post should be addressed to Dr A. P. Mishra, Additional General Manager (General Trade), MMTC Limited, 2<sup>nd</sup> Floor, Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi 110003 Tel 91-11-2438 1249. Offers over phone, fax or email

will not be entertained. For any information/ clarification, Bidders may contact Dr.A.P.Mishra, Additional General Manager (General Trade), Tel No 91-11-2438 1249, Fax No 91-11-2436 4106 email ID [apm@mmtclimited.com](mailto:apm@mmtclimited.com), during office hours.

- ii. **Techno-Commercial Bid** – The envelope superscribed as “Techno Commercial Bid must contain following documents related to qualification and must not contain Price Bid:
  - a. Duly signed & stamped Techno-Commercial Bid as per **Annexure V (A)**.
  - b. Proof towards payment / receipt of Tender Cost.
  - c. Signed and stamped copy of full set of tender document (all pages including corrigendum, if any) as a token of Acceptance of all terms and conditions.
  - d. Authority letter from Overseas Principals in favour of Authorized Representative alongwith a copy of photo identity proof of the authorised person (Aadhar card or Passport or Driving Licence or PAN etc). Signature of the authorized representative must be certified in the authority letter.
  - e. Documents in support of last 3 years import or export experience. Copies of shipping documents i.e. Bills of Lading, invoice etc or Certificate of Auditors/ Chartered Accountants is acceptable (see cl 1. i).
  - f. Bidder’s valid membership certificate or Letter of introduction from local Chamber of Commerce (see cl 1.ii).
  - g. Declaration as per **Annexure -II** (see cl 1 .iii).

- h. Certificate issued by auditors or chartered accountant showing turnover in US\$ for last three financial years (see cl 1.iv).
- i. Copy of Tax registration Certificate/Trade license, issued by the Authority (see cl 1.v).
- j. Name & address of the banker's alongwith documentary evidence (Bankers certificate or copy of passbook Or Solvency certificate issued by the banker).
- k. Integrity Pact – Annexure–VII (applicable only if the value quoted is in excess of USD 3 Million).
- l. Copy of BG towards EMD for each lot of bid quantity (**Annexure – III**).

MMTC's Subsidiary MTPL Singapore shall be exempted from submission of EMD and PBG provided they submit an undertaking that they have obtained EMD and PBG from their customers. MTPL shall however submit EMD within 10 working days (in India) of issue of LOA if they are the successful bidder. This EMD will be through Fund transfer and shall be adjusted against final value.

- iii. **Price Bid** – The bidder shall submit “Price bid” as per the **Annexure–V–(B)** of tender document.
- iv. Conditional offers or Offers with deviations are liable to be rejected at the sole discretion of MMTC. The Price Bids of only those bidders who qualify in the Techno–Commercial Bid shall be opened.
- v. The techno commercial bids and price bids (of only Techno–Commercially qualified bidders) shall be opened on due date in MMTC office, New Delhi in the presence of the bidders' or their representatives desirous to be present.

## 10- EVALUATION OF PRICE BIDS:

Price bids of only techno-commercially qualified bidders shall be opened. Bidders are required to quote the value of the particular lot, they want to bid. If some discrepancy (ies) is/are found between the RATES quoted in FIGURES and WORDS, the rate quoted in words shall be taken as correct.

## 11- AWARD OF LOA:

H1 bidder will be calculated for each lot. Each lot will be awarded to its corresponding H1 Bidder. In case, the H1 bidder fails to submit PBG then MMTC has the option to give offer to H2 bidder to match and confirm H1's price and if H2 bidder also fails to submit PBG or rejects the offer, then MMTC has the option to give offer to H3 bidder at H1 bidder's price. This option, however, shall be restricted only up to H3 bidder.

The Bidder, whose bid is accepted by MMTC, shall be issued Letter of award (LOA) along with draft contract. Successful bidder shall return a signed copy of the contract within three working days and PBG within 10 (ten) working days from the date of issue of LOA.

## 12- VALIDITY OF BIDS:

The bid should be valid for at least Two (2) months from the date of opening of the price bid. However the bidder agrees to extend the bid for a further period of One (1) month on the existing terms and condition in case the same is desired by MMTC. The validity of the bids may be extended for a further period on mutual consent.

**13- INDEMNITY:**

The Bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

**14- DISCLAIMER:**

MMTC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party.

MMTC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona fide.

**15- ARBITRATION**

All disputes arising between the parties (Buyer and Seller) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act, 1996 of India. The reasoned award made in pursuance there of shall be binding on the parties, the venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the work order.

**16- FORCE MAJEURE**

See clause 13 of draft contract (Annexure VI)

## 17- LIST OF ANNEXURES

1. ANNEXURE : I Grading details of Red Sanders Lot-wise
2. ANNEXURE : II Declaration format
3. ANNEXURE III: Bank Guarantee Proforma for EMD.
4. ANNEXURE IV: Performance Bank Guarantee Format For 5% value of Award.
5. ANNEXURE V (A) : Techno-Commercial Bid format
6. ANNEXURE V (B) : Price Bid format
7. ANNEXURE VI : Contract to be executed between
8. ANNEXURE-VII : Integrity Pact
9. ANNEXURE-VIII: Mandatory Information of Bidder

## 18- Important Dates as per Tender:

- a) – Signing of Contract by Successful bidders – Within Three working days from the date of issue of LOA and unsigned contract by MMTC.
- b) – Scheduled date of receipt of 5% PBG – Within 10 (ten) working days of receipt of signed contract by Buyer through Mail.
- c) – Scheduled date of receipt of 20% Advance & 5% NBA Charges– Within 10 (Ten) working days of receipt of signed contract by Buyer through Mail.
- d) – Scheduled date of receipt of workable LC by MMTC – Within Ten working days of receipt of signed contract by Buyer through Mail.
- e) – Scheduled date of receipt of final 80% payment alongwith TCS – Within 10 (Ten) working days of receipt of intimation from

MMTC regarding receipt of permissions by MMTC from the respective authorities.

## 19 FRAUD PREVENTION

(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S):

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in “Fraud Prevention Policy” of MMTC (full text of which is available on MMTC’s website at <http://mmtclimited.com> during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

(c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of



Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others , any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause , above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**ANNEXURE – 1****LOT WISE & GRADE-WISE DETAILS OF RED SANDERS**

The details of Red Sanders are as details.

Lot No.	Location details	Grade A		Grade B		Grade C		Weight In Mts. (A+B+C)
		No. Logs	Weight	No. Logs	Weight	No. Logs	Weight	
	<b>MUMBAI - LOCATION</b>							
<b>1</b>	SAJGAON KKTU 7626128 and SAJGAON KKTU 7326840	0	-	6	0.154	732	19.123	<b>19.277</b>
<b>2</b>	PUNJAB CON. Y/C BAXU2594270 and BAXU 2643415	3	0.103	23	0.799	813	19.414	<b>20.316</b>
<b>3</b>	PUNJAB CON. Y/C CLHU8757522	0	-	5	0.300	980	22.145	<b>22.445</b>
	<b>TOTAL</b>		<b>0.103</b>		<b>1.253</b>		<b>60.682</b>	<b>62.038</b>
	<b>CHENNAI &amp; TUTICORIN</b>							
<b>2</b>	Gateway Distri parks Pvt. Ltd CFS, Chennai	15	0.362	38	1.026	222	5.339	<b>6.727</b>
<b>10</b>	Concor CFS, Tuticorin - Vivek Export, Tuticorin	0	-	25	0.594	364	10.038	<b>10.632</b>
<b>13</b>	St. Jhons ICD Tuticorin Concor CFS Container no. SRTU 22479534.	198	5.556	166	4.029	192	4.616	<b>14.201</b>
	<b>TOTAL</b>		<b>5.918</b>		<b>5.649</b>		<b>19.993</b>	<b>31.560</b>
	<b>TUTICORIN</b>							
<b>18</b>	CWC – CFS, Tuticorin Container Number: CRSU 1097627	6	0.235	50	1.597	206	5.929	<b>7.761</b>
<b>19</b>	CWC – CFS, Tuticorin Container Number: TRIU 0462737	22	0.712	59	1.813	204	5.578	<b>8.103</b>
<b>20</b>	CWC – CFS, Tuticorin Container Number: CRXU 1143513	7	0.147	21	0.530	409	10.039	<b>10.717</b>

<b>21</b>	CWC – CFS, Tuticorin Container Number: TGHU 0610546	2	0.072	42	1.394	243	6.302	<b>7.768</b>
<b>22</b>	Concor, Tuticorin Container Number: PILU 4285645	6	0.219	25	0.787	114	2.494	<b>3.500</b>
<b>23</b>	SEC –CFS godown, Tuticorin	11	0.323	76	2.234	280	6.374	<b>8.931</b>
<b>24</b>	Dimond CFS, Tuticorin Container No. CAXU 6317681	0	-	0	-	290	7.784	<b>7.784</b>
<b>25</b>	St. John's ICD, Tuticorin Container No. MISU 2361741	5	0.165	30	0.893	448	9.616	<b>10.673</b>
<b>26</b>	Wilson CFS Container No 2830746	1	0.039	43	1.235	213	6.222	<b>7.496</b>
	<b>TOTAL</b>		<b>1.911</b>		<b>10.483</b>		<b>60.339</b>	<b>72.733</b>
	<b>Grand Total</b>		<b>7.933</b>	<b>-</b>	<b>17.385</b>	<b>-</b>	<b>141.013</b>	<b>166.331</b>

**ANNEXURE-II****DECLARATION**

(To be attested by Local Chamber of Commerce Or Indian Embassy / Consulate / High Commission in Buyer's Country or Notary public on Company's letter head)

Declaration of \_\_\_\_\_ (name of the person making this declaration) S/o Mr. \_\_\_\_\_ aged \_\_\_\_\_ years R/o \_\_\_\_\_ (address of the person making this declaration)

I, the above named deponent do hereby solemnly affirm and declare as under:

- 1) That I \_\_\_\_\_ (name of the person making this declaration) am \_\_\_\_\_ working as \_\_\_\_\_ (designation of the person making declaration) with M/s. \_\_\_\_\_ (name & address of the bidder)
- 2) That bidder is submitting a bid in response to invitation for export of Red Sanders FOB, Mumbai/ Chennai/ Tuticorin Ports, India.
- 3) That no order for Blacklisting/ Banning of the bidder has been passed for participation in tenders issued by any of the Government/ Semi Government companies in India or in country of registration of the co., which is still in force.
- 4) I, \_\_\_\_\_ (name of the person making this declaration) hereby solemnly declare that I or our Company will not re-export Red Sanders imported/ purchased through MMTC's tender, into India.

- 5) That there is no deviation in the terms and conditions of the tender in our Bid document.
  
- 6) That if at any point of time the declarations given above are found to be incorrect, MMTC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD/ Performance Bank Guarantee.

(Signature & Stamp)  
DEPONENT

Verification: Verified at (Place)\_\_\_\_\_ on \_\_\_\_\_.\_\_\_\_.2017 that the contents of the above declaration are true to the best of my knowledge. No part of it is false and nothing material or relevant information has been concealed there from.

(Signature & Stamp)  
DEPONENT  
Date & PLACE:

ANNEXURE-III

PROFORMA FOR BANK GUARANTEE FOR EMD

Bank Guarantee No. \_\_\_\_\_

Date

\_\_\_\_\_

REF No.

MMTC LIMITED,  
Core -1, Scope Complex,  
7, Institutional area,  
Lodi Road,  
New Delhi-110 003.

Sir,

1. WHEREAS, MMTC LIMITED, Core 1, SCOPE Complex, 7 Lodhi Road, NEW DELHI-110 003, India, (hereinafter referred to as MMTC) has invited bids Global Tender No. MMTC/CO/GT/RS/MUM/2016-17/03 dated 20-12-2016 (hereinafter referred to as Invitation to Bids) for export of Red Sanders from Mumbai / Chennai / Tuticorin Port, India.
2. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to USD..... (US Dollars ..... thousand only) in favour of MMTC, Mumbai / Chennai / Tuticorin in the form of a Bank Guarantee of USD ...,000 (US Dollars ..... thousand only) with a validity till ..... with claim period till.....

3. AND WHEREAS at the request of M/s. \_\_\_\_\_ (Name & address of the Bidder) we \_\_\_\_\_ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi up to and not exceeding the sum of USD ...,000 for each lot with a validity till .....and claim period till ..... and that the Bidder M/s. \_\_\_\_\_:-

- a) shall keep his offer firm and valid for acceptance by MMTC as per tender against which offer is made.
- b) Shall sign the sale contract forwarded by MMTC within three working days.
- c) shall in the event of the issuance of Letter of Award by MMTC, bidder will establish a Performance Bank Guarantee within 10 working days from the date of receipt of signed contract or before nomination of the vessel, whichever is earlier, in favour of MMTC in the form indicated in the said Invitation to tender for 5% of the contractual value through a scheduled Commercial Bank (other than Gramin Banks, Nainital Bank, Dhanlakshmi Bank and Co-Operative Banks) at Mumbai or Chennai.
- d) shall in the event of the offer being accepted by MMTC, bidder will establish an irrevocable, at sight, confirmed Letter of Credit in favour of MMTC (within 10 working days from the date of issuance of signed sale contract) in the form indicated in the said Invitation to tender covering full value of the quantity of Red Sanders at the price and on the terms accepted by MMTC.
- e) shall further arrange to lift the confirmed quantities as per the sale contract by the last date of shipment indicated in the sale contract.
- f) Any other conditions as stipulated by MMTC from time to time.

4. We \_\_\_\_\_ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of USD .....(US Dollars .....only). This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.
  
5. We \_\_\_\_\_ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of USD ..... (US Dollars ..... only) without any demur, delay, protest and without any reference or recourse to M/s. \_\_\_\_\_ (Bidder) notwithstanding any dispute raised by \_\_\_\_\_ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
  
6. The payment shall be made to MMTC, Mumbai / Chennai across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
  
7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to USD ..... (US Dollars .....).
  
8. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.



9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. \_\_\_\_\_ (Bidder).
10. The liability of this bank shall discharge upon receipt of USD .....(US Dollars .....only) by MMTC.
11. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force till .....and claim period till .....that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.
12. This Guarantee is governed by the Laws of India and comes into force forthwith.
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 by the Bank.

Signature : \_\_\_\_\_

Name and code : \_\_\_\_\_

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

Seal of the Bank : \_\_\_\_\_

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NB :

1. BG for US\$ 5000 for lots below 10 MTs and US\$ 10,000 for Lots exceeding 10 MTs.

TENDER NO. MMTC/CO/GT/RS/TUT-CHN-MUM/2013-14/05/9132

23-12-2016

2. On a stamp paper of applicable amount to be executed by a Mumbai / Chennai Branch of a Scheduled Bank other than Gramin Bank, Nainital Bank, Dhanlakshmi Bank or Cooperative Bank
3. The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%. Banker's self certification will suffice the requirement.

Validity :: 30<sup>th</sup> April 2017

Claim period :: 31<sup>st</sup> May 2017

ANNEXURE-IV

PERFORMANCE BANK GUARANTEE PROFORMA

Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_

(On a stamp paper of applicable amount to be executed by a Mumbai / Chennai Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Nainital Bank and Dhanlakhmi Bank )

To  
M/s MMTC Limited  
Core 1, SCOPE Complex  
7 Institutional Area, Lodi Road  
New Delhi 110003 (INDIA)

Dear Sirs,

1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India and one of its office at \_\_\_\_\_(hereinafter called "the MMTC) have entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT') for \_\_\_\_\_with \_\_\_\_\_ M/s. \_\_\_\_\_(name) address \_\_\_\_\_ , (hereinafter called the 'XX')

2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a Performance Guarantee for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of Performance Guarantee of the said sum of US Dollars \_\_\_\_\_.

- 3) AND WHEREAS at the request of the 'XX', we \_\_\_\_\_ Bank, \_\_\_\_\_(address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of US Dollars \_\_\_\_\_ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' 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 the MMTC not exceeding the sum of US Dollars \_\_\_\_\_ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings 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 Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars \_\_\_\_\_. Our Guarantee shall remain in force until .....with claim period upto.....
- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before ..... with claim period upto.....

- 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 us.
- 8) This guarantee comes into force forthwith.
- 9) We 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 delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and 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 M/s 'XX'.
- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of US Dollars \_\_\_\_\_ 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 the constitution of the Bank or the said 'XX'.
- 13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017

TENDER NO. MMTC/CO/GT/RS/TUT-CHN-MUM/2013-14/05/9132

23-12-2016

Yours faithfully

Validity:: 30<sup>th</sup> April 2017

Claim period:: 31<sup>st</sup> May 2017

For and on behalf of Bank

(Address)

(Banker's Seal)

NB : 1. Value equivalent to 5% of the contractual value.

2. On a stamp paper of applicable amount to be executed by a Mumbai / Chennai Branch of a Scheduled Bank other than Gramin Bank, Nainital Bank, Dhanlakshmi Bank or Cooperative Bank

3. The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%. Banker's self certification will suffice the requirement.

ANNEXURE V (A)

TO BE SUBMITTED ON THE LETTER HEAD OF THE BIDDER

TECHNO-COMMERCIAL BID

1. Name of the Bidder ::
2. Registration No. ::
3. Registered Address with Postal Pin code ::
4. Name of the Proprietor/Partners/Directors ::  
with Tel No., Fax No. and Email IDs
5. Company Registration No. ::
6. Company's establishment year ::
7. Company's Nature of business ::
8. Company's legal status ::  
(Proprietorship/Partnership firm/Company)
9. Company's Category (Pvt / Public/ Govt) ::
10. PAN No. / TAN No (if applicable)
11. Sales Tax/VAT No./Tax Regn No.  
(or any other Tax Regn. No. in the country of bidder)
12. Company's e-mail ID:

13. Contact Person's Name

- a. Designation
- b. Date of Birth
- c. E.Mail ID
- d. Telephone / Mobile Nos. \_\_\_\_\_
- e. Details of Photo Identity Card

14. FINANCIAL DETAILS (All figures to be mentioned in US\$ – for last three financials years)

Financial Years	Turnover in US\$
2013-14	
2014-15	
2015-16	

15. DETAILS OF EXPERIENCE (Bidders may provide detail in separate sheet, if required)

Three main commodity in which the bidder deals with

Year	IMPORT			EXPORT		
	COMMODITY	QTY	VALUE (USD '000)	COMMODITY	QTY	VALUE (USD '000)
2013-14						
2014-15						
2015-16						



**16. DETAILS OF EARNEST MONEY DEPOSIT**

- a. Copy of TT/SWIFT Advice Ref. No. OR
- b. BG No. & Date (To be submitted in Original)
- c. Name of the Issuing Bank
- d. Amount / US\$

**17. DETAILS OF TENDER COST:**

Copy of TT/Swift advice Reference No. or Draft No. of the issuing bank to be given

**18. Check list for submission of documents**

S No	Documents	Ref. of tender clause	Compliance
1	Duly signed & stamped Techno-Commercial Bid as per Annexure V (A).	9 ii a	YES / NO
2	Proof of payment of tender cost	3 & 9 ii b	YES / NO
3	Signed copy of Tender documents alongwith its annexure	6 & 9 ii c	YES / NO
4	Authority Letter from Principal alongwith photo identity proof of authorized person	9 ii d	YES / NO
5	Experience Certificate	9 ii e and 1. i)	YES / NO

6	Membership Certificate or Letter of Introduction from Chamber of Commerce	9 ii f and 1. ii)	YES / NO
7	Declaration as per ANNEXURE-II	9 ii g and 1 iii)	YES / NO
8	Certificate showing Turnover	9 ii h and 1 iv)	YES / NO
9	Copy of Tax Registration	9 ii i and 1 v)	YES / NO
10	Name & Address of the Bankers & its documentary evidence	9 ii j	YES / NO
11	Integrity Pact	9 ii k	YES / NO
12	Copy of BG (EMD)	9 ii l and 6	YES / NO
13	Check list duly filled in (say Yes or No)	18	YES / NO

19. If an Agent is bidding on behalf of principal, then details at sl no 1 to 11 are to be submitted in respect of both (principal as well as agent).

**20. DECLARATION** – We have carefully gone through the terms and conditions of the Tender Document and hereby agree to abide by the same without any deviations. The signed and stamped copy of the Tender Document is being enclosed herewith, towards our unconditional acceptance of Tender Terms and Conditions.

Signature & stamp of the Bidder  
Name & Designation

**ANNEXURE-V (B)**

TO BE SUBMITTED ON THE LETTER HEAD OF BIDDER

**PRICE BID**

Lot No.	Location details	Grade A		Grade B		Grade C		Weight In Mts. (A+B+C)	Price in USD
		No. Logs	Weight	No. Logs	Weight	No. Logs	Weight		
	<b>MUMBAI - LOCATION</b>								
<b>1</b>	SAJGAON KKTU 7626128 and SAJGAON KKTU 7326840	0	-	6	0.154	732	19.123	<b>19.277</b>	
<b>2</b>	PUNJAB CON. Y/C BAXU2594270 and BAXU 2643415	3	0.103	23	0.799	813	19.414	<b>20.316</b>	
<b>3</b>	PUNJAB CON. Y/C CLHU8757522	0	-	5	0.300	980	22.145	<b>22.445</b>	
	<b>Total (1)</b>		<b>0.103</b>		<b>1.253</b>		<b>60.682</b>	<b>62.038</b>	
	<b>CHENNAI &amp; TUTICORIN</b>								
<b>2</b>	Gateway Distri parks Pvt. Ltd CFS, Chennai	15	0.362	38	1.026	222	5.339	<b>6.727</b>	
<b>10</b>	Concor CFS, Tuticorin - Vivek Export, Tuticorin	0	-	25	0.594	364	10.038	<b>10.632</b>	
<b>13</b>	St. Jhons ICD Tuticorin Concor CFS Container no. SRTU 22479534.	198	5.556	166	4.029	192	4.616	<b>14.201</b>	
	<b>TOTAL (2) OF OLD LOTS</b>		<b>5.918</b>		<b>5.649</b>		<b>19.993</b>	<b>31.560</b>	
<b>18</b>	CWC – CFS, Tuticorin Container Number: CRSU 1097627	6	0.235	50	1.597	206	5.929	<b>7.761</b>	
<b>19</b>	CWC – CFS, Tuticorin Container Number: TRIU 0462737	22	0.712	59	1.813	204	5.578	<b>8.103</b>	

<b>20</b>	CWC – CFS, Tuticorin Container Number: CRXU 1143513	7	0.147	21	0.530	409	10.039	<b>10.717</b>	
<b>21</b>	CWC – CFS, Tuticorin Container Number: TGHU 0610546	2	0.072	42	1.394	243	6.302	<b>7.768</b>	
<b>22</b>	Concor, Tuticorin Container Number: PILU 4285645	6	0.219	25	0.787	114	2.494	<b>3.500</b>	
<b>23</b>	SEC –CFS godown, Tuticorin	11	0.323	76	2.234	280	6.374	<b>8.931</b>	
<b>24</b>	Dimond CFS, Tuticorin Container No. CAXU 6317681	0	-	0	-	290	7.784	<b>7.784</b>	
<b>25</b>	St. John’s ICD, Tuticorin Container No. MISU 2361741	5	0.165	30	0.893	448	9.616	<b>10.673</b>	
<b>26</b>	Wilson CFS Container No 2830746	1	0.039	43	1.235	213	6.222	<b>7.496</b>	

**NB:**

1. Above price is FOB value only and does not include the 5% of the FOB Value payable to National Biodiversity Authority as mentioned under Clause-I (Advance Payment & NBA Charges) of the Tender.
2. Any taxes, Duty, levy, charge payable during the course of export of Red Sanders from India would be charged extra on actual basis from the Bidders. Prevailing rate of TCS is 2.6265% for the amount between Rs.10 million and Rs.100 Million and 2.7038% for the amount in excess of Rs.100 Million.
3. Prices to be quoted lot wise in lumpsum in US\$ FOB Nhava Sheva/Mumbai Port for the lot no 1 to 3 and FOB Chennai/ Tuticorin for the lot no 2 to 26. Bidders can quote for one or More lots. Bids for part quantity of any lot is not acceptable.

Declaration: We, M/s.\_\_\_\_\_hereby declare that taxes, Duty, levy, charge imposed by Govt. of India or any Tax authorities on export of Red Sanders from India will be paid by

TENDER NO. MMTC/CO/GT/RS/TUT-CHN-MUM/2013-14/05/9132

23-12-2016

us and we shall be fully liable for such payment(s) and shall be responsible for any default thereof.

Signature & stamp of the Bidder  
Name & Designation

## CONTRACT FOR EXPORT OF RED SANDERS

Contract No.

Dated ...

THIS CONTRACT is made at New Delhi on \_\_\_\_\_, 2017 Between:

BUYER: M/s. \_\_\_\_\_

**And**

SELLER: MMTC Limited(MMTC), a Govt. of India Enterprise, under the administrative control of Ministry of Commerce and Industry and a company incorporated under Companies Act, 1956 having its Corporate Office at Core-1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 (hereinafter called "MMTC").

MMTC and the BUYER shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

### WHEREAS:

- MMTC is a Central Public Sector Enterprise under administrative control of Department of Commerce, Ministry of Commerce and Industry, Government of India and is dealing in International and domestic trading of commodities/ products such as minerals, metals, precious metals, fertilizer and fertilizer raw materials, coal/coke and agro commodities etc;

• BUYER:  
M/s. \_\_\_\_\_

- Where as BUYERS agree to buy Lot No(s.) \_\_\_\_\_ totaling a quantity of \_\_\_\_\_MT of Red Sanders from the SELLER.

•

Both the parties agree that the exports will be in compliance of the Foreign Trade Policy of Government of India as amended, from time to time.

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **Commodity** – Red Sanders
2. **Quantity** – Graded and marked Red Sanders in logs. The location of stock is Mumbai, Maharashtra or Chennai / Tuticorin, Tamilnadu, India (To be specified as per award)
3. **Price** – US\$ ..... PMT FOB, Mumbai Port / Chennai / Tuticorin basis.
4. **Shipment Period** – Latest by 31<sup>st</sup> March 2017.(Tentative)
5. **Shipping Arrangement (CQD Basis)** – After receipt of 20% advance payment and 5% payment towards NBA Charges, from the Buyer, MMTC shall obtain all permissions (CITEs Permit, NBA Permit etc) and intimate the Buyer. Within 10 working days on receipt of intimation from MMTC confirming all permissions in hand, Buyer shall arrange to remit the residual value plus TCS to MMTC (if LC is not opened by the Buyer). Within **20 days** of receipt of intimation from MMTC, Buyer shall arrange the containers at the container freight stations where the goods are placed.

The goods are stored in container freight stations at Mumbai/ Chennai / Tuticorin. Buyer will arrange containers in same location. MMTC shall stuff the goods into containers and deliver the containers at Mumbai / Chennai / Tuticorin port to the shipping agent nominated by the buyer for shipment. On receipt of stuffed containers at Mumbai / Chennai / Tuticorin port, shipping agent nominated by the Buyer shall issue ‘Bills Of Lading’. After loading

the stuffed containers onto the vessel, Shipping Agent nominated by the Buyer shall arrange “On Board Notation” on the Bills of Lading.

In case, Buyer wants to ship the cargo through AIR, all additional expenses would be borne by the Buyer.

## 6. EARNEST MONEY DEPOSIT (EMD) –

The bidder has submitted EMD in the form of Bank Guarantee No..... dated .....for US Dollars..... Issued by.....(Name & Address of the bank) in favor of “MMTC Limited, ... encashable at the counter of any bank in Mumbai/ Chennai.

**OR**

The bidder has remitted on ..... USD ..... to MMTC’s bank account no..... towards EMD.

MMTC may invoke the BG (EMD) in the event of :

- i) If signed contract(s) are not returned to MMTC by the Buyer within three working days after receipt of unsigned contract alongwith Letter of Award;
- ii) Buyer’s failure to remit 20% advance payment and 5% NBA Charges;
- iii) Non–submission of PBG by the Buyer within 10 (ten) working days of receipt of signed contract from the Seller (MMTC);
- iv) Non–submission of workable L/C by the Buyer within 10 working days after signing the contract or an undertaking that TT Remittance will be made within 10 working days after receipt of



intimation from MMTC stating that all permissions have been obtained from the respective authorities;

v) Any other default in the performance of contract.

BG (EMD) will be returned after receipt of confirmation of PBG to be submitted by the Buyer as per clause 6 of this contract or receipt of Performance Guarantee from the Buyer through fund transfer.

(to be changed suitably, in case buyer is MTPL)

## 7. Performance Bank Guarantee –

In Form of Bank Guarantee – Within 10 (Ten) working days from the date of receipt of signed sale contract from Seller (MMTC), the Buyer shall submit the Performance Bank Guarantee (PBG) in (US Dollars) established in favour of MMTC's respective offices (located at Mumbai and Chennai) encashable at the counter of any Bank in Mumbai / Chennai, for 5% value of the awarded quantity, **with validity period till 30<sup>th</sup> April 2017 and claim period till 31<sup>st</sup> May, 2017**. BG shall be as per the format provided in tender no..... Performance Guarantee shall be established through any scheduled commercial bank in India other than Dhanlakshmi Bank, Nainital Bank, Gramin Bank and Cooperative Banks

Through Fund Transfer – Bidders may remit the Performance Guarantee to the MMTC's bank account (mentioned at DATE SHEET AND CONTACT PERSON at page 3 & 4 of the tender no.....). This amount shall be adjusted against the value of the goods.

MMTC may invoke the BG (Performance Bank Guarantee) in the event of :

- i. Buyer's failure to remit 20% advance payment and 5% NBA Charges;
- ii. Non-submission of workable L/C by the Buyer within 10 working days after signing the contract or an undertaking that TT Remittance will be made within 10 working days after receipt of intimation from MMTC stating that all permissions have been obtained from the respective authorities.
- iii. Non lifting of cargo within stipulated time;
- iv. Any other default in the performance of contract.

**(NOT APPLICABLE FOR MTPL SUBJECT TO SUBMISSION OF UNDERTAKING ALONGWITH TECHNICAL BID THAT THEY HAVE OBTAINED PBG FROM THEIR CUSTOMER).**

#### **8. Terms of Payment –**

- i. Successful Bidder is required to remit the following amount to MMTC:
  - a. 100% of Bid value i.e. FOB value of the goods;
  - b. Applicable TCS;
  - c. NBA Charges – Present rate of NBA is 5% of the FOB Value;
  - d. Any other tax, duty, charge, levy, if payable in course of export;

#### **ii. Advance Payment & NBA Charges**

In addition to PBG of 5% of the Bid value (i.e. FOB value), successful Bidders shall deposit advance payment of 20% (alongwith applicable TCS) and an amount equivalent to 5% of FOB value towards NBA Charges, through banking channels in MMTC's Account Number (given under DATE SHEET AND CONTACT PERSON at page 3 & 4 of the tender no.....) within 10 working days of receipt of signed contract from MMTC which will also be treated as total Performance

Guarantee (in addition to 5% PBG). As per the prevalent rules/guidelines, Buyers are required to register themselves with National Bio-diversity Authority for obtaining necessary permission. However, 5% of the FOB value will be paid by MMTC to National Bio-diversity Authority out of fund remitted by the Buyer. This amount will be paid by MMTC only after Buyer has registered themselves with NBA.

Failure by successful bidder to remit balance 80% payment within period stipulated in tender will be liable to forfeiture of total Performance Guarantee (5% PBG plus 20% advance payment plus 5% NBA Charges).

## ii. Final Payment

### a. Final Payment through Letter of Credit:

The buyer shall establish from a first class international bank (acceptable to MMTC) an irrevocable, confirmed and without recourse to the drawer workable letter of credit payable at sight to cover balance payment of 80% (i.e. 100% FOB value minus 20% Advance Payment) value plus TCS of the cargo, as per contract.

Letter of credit shall be in favour of the sellers/beneficiaries MMTC's office at Mumbai and Chennai, address (given under DATE SHEET AND CONTACT PERSON at page 3 & 4 of the tender no.....) and shall remain valid for minimum 45 days after latest date of shipment. The said letter of credit shall be established within 10 working days from the date of signing of contract by both MMTC and the overseas buyer. The LC shall be advised through the bank nominated by MMTC (given under DATE SHEET AND CONTACT PERSON at page 3 & 4 of the tender no.....).

The opening bank shall also add that the telex/swift is operating instrument and no further confirmation is required. The LC shall allow negotiation of documents for 80% shipment (i.e. 100% FOB value

minus 20% Advance Payment) value (plus TCS) within 21 days after bill of lading date at the counter of LC negotiating bank. Commencement of stuffing of containers shall be allowed only after receipt of workable LC through banking channels and completion of pre-shipment formalities with customs/port authorities. Pre-shipment documents shall be processed by MMTC only after receipt of workable LC and performance guarantee. The buyer shall arrange containers in such a manner so that seller shall get at least two clear working days (excluding the date of receipt of LC & PBG) prior to commencement of stuffing of goods for processing of pre shipment documents by the appropriate authority. LC shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the buyers account and in addition to this, LC Confirmation charges will be to the account of Buyer. LC shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600. The L/C will not allow any third-party certification for quality/ quantity as the goods are being sold on 'As is Where Is Basis" and the quality already declared as per Grading Agency certificates / document issued in India is final for all purposes.

List of the Banks from where LCS will be acceptable to MMTC:

- a. LCs from foreign branches of Indian Nationalized Banks (except Nainital Bank, Dhanlakhmi Bank, Gramin Banks, Co-operative Banks);
- b. MMTC would be accepting overseas LCs from any branch of following banks:
  - ii. Australia and New Zealand Banking Group Ltd
  - iii. DBS Bank Limited
  - iv. Royal Bank of Scotland
  - v. Bank of Tokyo
  - vi. Standard Chartered Bank

- vii. HSBC
- viii. BN Paribas
- ix. Nova Scotia
- c. In addition to above, top 50 banks ranked by Bankersalmanac.com (link <http://www.accuity.com/useful-links/bank-rankings/>) are also acceptable to MMTC.

### **b. Final Payment through Telegraphic Transfer:**

If Buyer wish to make Telegraphic Transfer towards final residual value plus applicable TCS (100% of the shipment value less 20% advance payment and EMD or Performance Guarantee received through fund transfer, if any), in lieu of payment by L/C, then Buyer may remit the funds equivalent to value of contract in MMTC's Account (given under DATE SHEET AND CONTACT PERSON at page 3 & 4 of the tender no MMTC/CO/GT/RS/TUT-CHN-MUM/2013-14/05/9132 dated 22-12-2016) within 10 working days of receipt of intimation from MMTC regarding receipt of permissions by MMTC from the respective authorities. For this purpose, if desired by the Buyer, Seller shall issue a proforma invoice. Stuffing of cargo will commence only after receipt of 100% value of the material.

### **C. Documents for final payment**

Seller shall draw the final residual value (i.e. 100% value minus advance payment(s) received) against presentation of the SELLER drafts drawn at sight accompanied with following documents.

- Full set of Clean Ocean or Charter party Bill(s) of Lading.
- Signed Commercial Invoice(s).
- Certificate of Origin.
- Certificate of Quality/ Quantity & Stuffing

On the request of Buyer, MMTC may consider to provide additional documents, like fumigation certificate, packing list, Phytosanitary certificate etc.

#### **D. Payment Clause for MTPL**

Within 10 (ten) working days of receipt of signed contract from MMTC (mail or fax copy), MTPL shall remit 20% advance payment plus applicable TCS and 5% NBA charges to MMTC.

Balance 80% payment alongwith applicable TCS will be remitted by the Buyer within 10 (ten) working days of receipt of intimation from MMTC regarding receipt of permissions from respective authorities. For this purpose, if desired by the Buyer, Seller shall issue a proforma invoice. Stuffing of cargo will commence only after receipt of 100% value of the material plus applicable TCS.

#### **9. Inspection**

No third party inspection for quality/ quantity will be allowed as the goods are being sold on "As is Where is Basis" and the quality declared by Grading Agency in India will be deemed as final. The buyer will be allowed to appoint a third party or send his own representative at their cost to supervise stuffing of Red Sanders.

#### **10. Surveyor**

MMTC may appoint a surveyor to monitor and supervise the stuffing of cargo into containers and loading of stuffed containers on vessel nominated by the Buyer.

#### **11. Insurance**

The goods will be sold on FOB basis at Nhava Sheva/Mumbai / Chennai / Tuticorin port, hence, insurance from Load port to discharge port will be to the account of the bidder.

## 12. Representations & Warrantie

- i. BUYER makes the following unqualified Warranties and Representations to MMTC that:
- ii. BUYER is a company duly organized, validly existing and in good standing under the laws of India or buyer's country and has all necessary powers to execute and deliver this CONTRACT and perform all its obligations on time under the CONTRACT;
- iii. This CONTRACT has been duly authorized by all requisite corporate or other action on the part of BUYER and is a valid and legally binding obligation of BUYER enforceable in accordance with its terms. The execution, delivery and performance of this CONTRACT does not violate, conflict with, or result in a breach of the terms, conditions or provisions of any governmental approval obtained by BUYER.
- iv. Any misrepresentation or breach of Warranty shall be deemed to be material breach of terms of the CONTRACT. In case defect or discrepancy is established as material defect MMTC/SELLER will not be bear the loss.

## 13. Force Majeure

- I. Seller shall not be liable for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Seller's control including (but without limiting the generality of the foregoing) declared or undeclared war, sabotage, blockade, revolution, police action, riots or disorders,

embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.

- II. If by reason of any cause beyond the control of Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by way of purchase or otherwise additional quantities from other suppliers.
- III. If the operation of such conditions continues to exceed three (3) months, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- IV. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.
- V. A certificate issued by the appropriate Chamber of Commerce shall be regarded as sufficient proof of the existence/termination of the circumstances in question and of their duration.

#### **14. Arbitration**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration, New Delhi and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be New Delhi the appropriate Courts in New Delhi shall have exclusive jurisdiction and Indian laws shall Govern this Contract.



## 15. Confidentiality

This CONTRACT, its provisions and existence, as well as any commercial data including price or technical data and any information provided in accordance herewith to the other Party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable law or authorized in writing by the other Party.

All such information shall be used by the other Party only for the purpose of performance of this CONTRACT.

The restriction here in above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The parties hereto agree to keep as confidential all documentation furnished or received by either Party at any time in connection with this CONTRACT.

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

## 16. General Terms

i. This CONTRACT shall be valid till the satisfactory performance by BUYER under this CONTRACT.

ii. All terms & conditions of the global tender forms a part of this contract and shall be enforceable. In case there is any discrepancy/dispute amongst the terms of the contract and the tender, the terms of the contract shall be final and binding.

It is expressly understood and agreed by and between MMTC and Agency that MMTC is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it

is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no ability, obligation or right hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into Agreements solely on its own behalf under the applicable laws of India and general principles of Agreement law. Agency expressly agrees, acknowledge and understand that MMTC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this Agreement. Accordingly, Agency hereby expressly waive, release and forego any and all actions or claims, including cross claims, imp–leader claims or counter–claims against the Government of India arising out of this Agreement and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this agreement during the validity of the Agreement.

iii. Buyer will not re–export Red Sanders imported/ purchased through MMTC’s tender, into India.

iv. 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 Buyer while discharging its obligations under the agreement or otherwise, comes 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 the Buyer in accordance with the policy in force.

## 17. Termination

If the successful bidder(s) fails to fulfill their contractual obligations for reasons other than Force Majeure, MMTC shall be entitled at their option to terminate the contract and recover the damages besides

forfeiture of EMD and Performance Guarantee. MMTC shall not be liable to any risks, costs and consequences, whatsoever, consequent upon such terminate of the contract.

### **18. Indemnity**

The Bidder shall keep MMTC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out/ or in connection with this Tender.

### **19. Jurisdiction**

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

### **20. Disclaimer**

MMTC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party.

FOR & ON BEHALF  
OF **MMTC Limited**

FOR & ON BEHALF  
OF BUYER

Place: New Delhi

Date: .....2017.

**ANNEXURE-VII**

**INTEGRITY PACT**

BETWEEN

MMTC LIMITED HEREINAFTER, REFERRED TO AS “MMTC”,

AND

..... HEREINAFTER REFERRED TO AS “THE BUYER/VENDOR/BIDDER”

**PREAMBLE**

WHEREAS, MMTC IS AN INTERNATIONAL TRADING COMPANY DEALING IN EXPORT/IMPORT/SALE/PURCHASE OF VARIOUS COMMODITIES;

WHEREAS, MMTC VALUES FULL COMPLIANCE WITH ALL RELEVANT LAWS OF THE LAND, RULES, REGULATIONS AND THE PRINCIPLES OF ECONOMIC USE OF RESOURCES AND OF FAIRNESS / TRANSPARENCY IN ITS RELATION WITH ITS BUYER/VENDOR/BIDDER. IN PURSUANCE, THERETO, THE FOLLOWING CLAUSES OF THE INTEGRITY PACT WILL BE APPLICABLE AND THIS DOCUMENT SHALL DEEM TO BE AN INTEGRAL PART OF THE AGREEMENT/ CONTRACT BETWEEN US.

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

**SECTION 1 – COMMITMENTS OF MMTC**

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

**PRINCIPLES:**

A) NO EMPLOYEE OF MMTC, PERSONALLY OR THROUGH FAMILY MEMBERS, WILL IN CONNECTION WITH THE TENDER FOR, OR THE EXECUTION OF A CONTRACT, DEMAND, TAKE A PROMISE FOR OR ACCEPT, FOR HIMSELF/HERSELF OR THIRD PERSON, ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO.

B) MMTC WILL, DURING THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS, PROVIDE TO ALL BUYER(S)/VENDOR(S)/BIDDER(S) THE SAME INFORMATION AND WILL NOT PROVIDE TO ANY BUYER/VENDOR/BIDDER ANY CONFIDENTIAL/ADDITIONAL INFORMATION THROUGH WHICH THE BUYER/VENDOR/BIDDER COULD OBTAIN AN ADVANTAGE IN RELATION TO THE TENDER/AUCTION/E-AUCTION/E-SALE/ SALE/PURCHASE PROCESS OR THE CONTRACT EXECUTION.

C) MMTC WILL EXCLUDE FROM THE PROCESS ALL KNOWN PREJUDICED PERSONS.

2. IF MMTC OBTAINS INFORMATION ON THE CONDUCT OF ANY OF ITS EMPLOYEES WHICH IS A CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA, OR IF THERE BE A SUBSTANTIVE SUSPICION IN THIS REGARD, MMTC WILL INFORM ITS CHIEF VIGILANCE OFFICER AND IN ADDITION CAN INITIATE DISCIPLINARY ACTION.

**SECTION 2 – COMMITMENTS OF THE BUYER(S)/VENDOR(S)/BIDDER(S)**

1. THE BUYER(S)/VENDOR(S)/BIDDER(S) COMMITS HIMSELF TO TAKE ALL MEASURED NECESSARY TO PREVENT CORRUPTION. HE COMMITS HIMSELF TO OBSERVE THE FOLLOWING PRINCIPLES DURING HIS PARTICIPATION IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE

PROCESS AND DURING THE CONTRACT EXECUTION.

- A) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT, DIRECTLY OR THROUGH ANY OTHER PERSON OR FIRM, OFFER, PROMISE OR GIVE TO ANY OF MMTC'S EMPLOYEES INVOLVED IN THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE EXECUTION OF THE CONTRACT OR TO ANY THIRD PERSON ANY MATERIAL OR NON-MATERIAL BENEFIT WHICH HE/SHE IS NOT LEGALLY ENTITLED TO, IN ORDER TO OBTAIN IN EXCHANGE ANY ADVANTAGE OF ANY KIND WHATSOEVER DURING THE TENDER PROCESS OR DURING THE EXECUTION OF THE CONTRACT.
- B) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT ENTER WITH OTHER BUYER(S) INTO ANY ILLEGAL AGREEMENT OR UNDERSTANDING, WHETHER FORMAL OR INFORMAL. THIS APPLIES IN PARTICULAR TO PRICES, SPECIFICATIONS, CERTIFICATIONS, SUBSIDIARY CONTRACTS, SUBMISSION OR NON-SUBMISSION OF BIDS OR ANY OTHER ACTIONS TO RESTRICT COMPETITIVENESS OR TO INTRODUCE CARTELIZATION IN THE BIDDING PROCESS.
- C) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT COMMIT ANY CRIMINAL OFFENCE UNDER THE RELEVANT ANTI-CORRUPTION LAWS OF INDIA; FURTHER THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT USE IMPROPERLY, FOR PURPOSES OF COMPETITION OR PERSONAL GAIN, OR PASS ON TO OTHERS, ANY INFORMATION OR DOCUMENT PROVIDED BY MMTC AS PART OF THE BUSINESS RELATIONSHIP REGARDING PROPOSALS, PLANS, BUSINESS DETAILS INCLUDING INFORMATION CONTAINED OR TRANSMITTED ELECTRONICALLY.
- D) THE BUYER(S)/VENDOR(S)/BIDDER(S) OF FOREIGN ORIGIN SHALL DISCLOSE THE NAME AND ADDRESS OF THE

AGENTS/REPRESENTATIVES IN INDIA, IF ANY. SIMILARLY THE BUYER(S)/VENDOR(S)/BIDDER(S) OF INDIAN NATIONALITY SHALL

FURNISH THE NAME AND ADDRESS OF THE FOREIGN PRINCIPALS, IF ANY. FURTHER, ALL THE PAYMENTS MADE TO THE INDIAN AGENTS/REPRESENTATIVE HAVE TO BE IN INDIAN RUPEES ONLY.

E) THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL, WHEN PRESENTING HIS BID, DISCLOSE ANY AND ALL PAYMENTS HE HAS MADE, IS COMMITTED TO OR INTENDS TO MAKE TO AGENTS, BROKERS OR ANY OTHER INTERMEDIARIES IN CONNECTION WITH THE AWARD OF THE CONTRACT.

2. THE BUYER(S)/VENDOR(S)/BIDDER(S) WILL NOT INSTIGATE THIRD PERSONS TO COMMIT OFFENCES OUTLINED ABOVE OR BE NECESSARY TO SUCH OFFENCES.

### **SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS.**

IF THE BUYER(S)/VENDOR(S)/BIDDER(S), BEFORE AWARD OF CONTRACT, HAS COMMITTED A SERIOUS TRANSGRESSION THROUGH A VIOLATION OF SECTION 2 ABOVE OR IN ANY OTHER FORM SUCH AS TO PUT HIS RELIABILITY OR CREDIBILITY AS BUYER/VENDOR/BIDDER INTO QUESTION, 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**

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.

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 FORM THE VENDOR LIQUIDATED DAMAGES EQUIVALENT TO 5% OF THE CONTRACT VALUE OR THE AMOUNT EQUIVALENT TO PERFORMANCE BANK GUARANTEE WHICHEVER IS HIGHER.



IF THE BUYER(S) /VENDOR(S)/BIDDER(S) CAN PROVE THAT THE EXCLUSION OF THE BUYER(S) /VENDOR(S)/BIDDER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS OR THE TERMINATION OF THE CONTRACT AFTER THE CONTRACT AWARD HAS CAUSED NO DAMAGE OR LESS DAMAGE THAN THE AMOUNT OF LIQUIDATED DAMAGES, THE BUYER(S) /VENDOR(S)/BIDDER(S) MAY COMPENSATE ONLY THE DAMAGE IN THE AMOUNT PROVED. IF 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. HE REPORTS TO THE CMD, MMTC.
3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/ PROJECT RELATED DOCUMENTATION OF MMTC. THE BUYER(S)/VENDOR(S) /BIDDER(S) WILL ALSO GRANT THE IEM, UPON HIS REQUEST AND DEMONSTRATION OF A VALID INTEREST, UNRESTRICTED AND UNCONDITIONAL ACCESS TO HIS TRADE/PROJECT DOCUMENTATION. THE IEM IS UNDER

CONTRACTUAL OBLIGATION TO TREAT THE INFORMATION AND DOCUMENTS OF THE BUYER(S)/ VENDOR(S)/ BIDDER(S) WITH CONFIDENTIALITY.

4. MMTC WILL PROVIDE THE IEM SUFFICIENT INFORMATION ABOUT ALL MEETINGS AMONG THE PARTIES RELATED TO THE PROJECT/CONTRACT PROVIDED AS MEETINGS COULD HAVE AN IMPACT ON THE CONTRACTUAL RELATIONS BETWEEN MMTC AND THE VENDOR. THE PARTIES OFFER TO THE IEM THE OPTION TO PARTICIPATE IN SUCH MEETINGS.
5. AS SOON AS THE IEM NOTICES, OR BELIEVES TO NOTICE, A VIOLATION OF THIS AGREEMENT, HE WILL SO INFORM THE MANAGEMENT OF MMTC AND REQUEST THE MANAGEMENT TO DISCONTINUE OR TAKE CORRECTIVE ACTION, OR TO TAKE OTHER RELEVANT ACTION. THE IEM CAN IN THIS REGARD SUBMIT NON-BINDING RECOMMENDATIONS. BEYOND THIS, THE IEM HAS NOT RIGHT TO DEMAND FROM THE PARTIES THAT THEY ACT IN A SPECIFIC MANNER, REFRAIN FROM ACTION OR TOLERATE ACTION.
6. THE IEM WILL SUBMIT A WRITTEN REPORT TO THE CMD, MMTC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MMTC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.
7. IF THE IEM HAS REPORTED TO THE CMD, MMTC, A SUBSTANTIATED SUSPICION OF AN OFFENCE UNDER RELEVANT ANTI CORRUPTION LAWS OF INDIA, AND THE CMD, MMTC, HAS NOT, WITHIN THE REASONABLE TIME TAKEN VISIBLE ACTION TO PROCEED AGAINST SUCH OFFENCE OR REPORTED IT TO ITS CHIEF VIGILANCE OFFICER, THE IEM MAY ALSO TRANSMIT THIS INFORMATION DIRECTLY TO THE CENTRAL VIGILANCE COMMISSIONER, GOVT. OF INDIA.

8. THE WORD “**IEM**” WOULD INCLUDE BOTH SINGULAR AND PLURAL.

### **SECTION 9 – PACT DURATION**

1. THIS PACT BEGINS WHEN BOTH PARTIES HAVE LEGALLY SIGNED IT. IT EXPIRES FOR THE VENDOR 12 MONTHS AFTER THE LAST PAYMENT UNDER THE CONTRACT, AND FOR ALL OTHER BIDDERS, 6 MONTHS AFTER THE CONTRACT HAS BEEN AWARDED.
2. IF ANY CLAIM IS MADE/LODGED DURING THIS TIME, THE SAME SHALL BE BINDING AND CONTINUE TO BE VALID DESPITE THE LAPSE OF THIS PACT AS SPECIFIED ABOVE, UNLESS IT IS DISCHARGED/DETERMINED BY CMD, MMTC.

### **SECTION 10 – OTHER PROVISIONS**

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

.....  
.....  
(FOR & ON BEHALF OF MMTC)  
BUYER/VENDOR/BIDDER)  
(OFFICE SEAL)

.....  
.....  
(FOR & ON BEHALF  
OF  
(OFFICE SEAL)

PLACE : .....  
DATE : .....

WITNESS 1 : .....  
.....  
NAME :  
ADDRESS :

WITNESS 2 :  
  
NAME  
ADDRESS

ANNEXURE –VIIIMandatory 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