

CIN:L51909DL1963GOI004033

**A Govt. of India Enterprise**

***Touching Lives, adding value***

(Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road)

New Delhi – 110 003 (India)

Tel. NO. 011- 24381285/ Fax No: 011-24364105

## **NOTICE INVITING TENDER**

**TENDER NO.MMTC/COKING COAL/SALE/CO/SCC/20-21/03**

**DATED: 25/11/2020**

MMTC invites Tender for Domestic Sale of Blackwater Soft Coking Coal for a quantity of Four Railway Rakes (Approx. 3600MT per Rake), to Interested Buyers. The techno-commercial bids and Price bids have to be submitted electronically by **1430 Hrs. IST on 03/12/2020.**

The complete details of the Tender enquiry are available at MMTC's websites i.e. ([www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) & <http://eprocure.gov.in> & [HTTPS://MMTC.ABCPROCURE.COM](https://mmtc.abcpocure.com)).

Corrigendum issued, if any, shall be hoisted on websites only as mentioned above.

General Manager (Coking Coal)

## TENDER NO.MMTC/COKING COAL/SALE/CO/SCC/20-21/03

DATED: 25/11/2020

### **OPEN NOTICE INVITING TENDER (NIT) FOR DOMESTIC SALE OF BLACKWATER SOFT COKING COAL**

MMTC Limited, A Government of India Enterprise, having its Corporate Office at Core-I, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 invites open tender in two bid system from buyers/traders for sale of imported Soft Coking Coal (Blackwater Soft Brand) for a quantity of Four Railway Rakes (Approx. 3600MT per Rake). Coking Coal to be sold at Ex-Paradip Port Plot loaded into rakes and Railway Freight to be borne by the buyer.

The Bidders are required to submit their sealed bids as per following schedule:

<b>DUE DATE FOR SUBMISSION OF TECHNICAL AND PRICE BIDS</b>	<b>1430 HRS – 03/12/2020</b>
<b>DATE AND TIME FOR OPENING OF TECHNICAL BIDS</b>	<b>1445 HRS – 03/12/2020</b>
<b>DATE AND TIME FOR OPENING OF PRICE BIDS (Tentative)</b>	<b>1515 HRS – 07/12/2020</b>
<b>OFFERS TO BE VALID UPTO</b>	<b>Till 1730 HRS IST on 22/12/2020</b>
<b>DELIVERY</b>	<b>Ex-Paradip Port Plot sale, loaded into rake basis.</b>

The offer (s) is / are required to be submitted in **two separate Bidding formats** i.e. one for "Technical bid" containing documents as mentioned including signed technical-bid portion on each page of this tender as a mark of acceptance and second for "Price Bid" containing only quoted price per MT in INR for material tendered. The entire information to be mentioned in technical bid and price bid should be type written/downloaded from website without any change. Any deviation from the above procedure in submission of bids, will incur rejection of the bids straightway. Bidders can depute their authorized representatives during opening of technical and price bids, if they desire.

In case bidders fail to depute their representative during such opening of bids, no subsequent representation would be entertained relating to the tender process.

The complete details of the Tender enquiry are available at MMTC's websites i.e. ([www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) & <http://eprocure.gov.in> & [HTTPS://MMTC.ABCPROCURE.COM](https://MMTC.ABCPROCURE.COM)).

The NIT can be downloaded from the websites and the bidders are required to submit the bids as per tender so downloaded without any change/ modification/ alteration/ deletion etc. In case of any deviations in terms and conditions come to the notice of MMTC at any stage, the bid will be rejected.

#### **SUBMISSION OF BIDS:**

TECHNICAL AND PRICE BIDS ARE TO BE SUBMITTED THROUGH **ELECTRONIC MODE** FOR WHICH BIDDERS MAY LOG ON TO WEBSITE [HTTPS://MMTC.ABCPROCURE.COM](https://MMTC.ABCPROCURE.COM) .

## **PART-I**

### **TECHNICAL BID:**

#### **TECHNICAL BID COMPRISING OF:**

A. TENDER DOCUMENT TO BE SIGNED IN ORIGINAL AND STAMPED ON ALL PAGES AS PROOF OF ACCEPTANCE OF ALL TERMS AND CONDITIONS.

B. PROFILE OF THE COMPANY, VIZ. PUBLIC LTD/ PRIVATE LTD/ PARTNERSHIP / PROPRIETARY CONCERN WITH DETAILS OF CONTACT PERSON, PHONE, FAX, E-MAIL ADDRESS, ETC.

C. EMD DETAILS OF DEPOSIT OF Rs. 25,00,000/- (Rupees Twenty- Five Lakhs only) through DD/Online transfer in MMTC account .

EMD (non interest bearing) needs to be submitted in the form of Demand Draft/Banker's Cheque favouring MMTC Limited, payable at Bhubaneswar or through RTGS favouring MMTC Limited, Bhubaneswar. RTGS A/C details are as under:-

M/S. MMTC Limited  
Bank: HDFC BANK LTD  
Branch: Plot No.3815A and 3815C, UNIT-3, JANPATH, KHARVEL  
NAGAR, BHUBANESWAR-751001.  
A/C No.:0122031-000-0084  
IFSC: HDFC0000122

D. BIDDER SHALL ENCLOSE DOCUMENTS INDICATING (i) ANNUAL AUDITED BALANCE SHEET FOR THE LAST YEAR (ii) PAST EXPERIENCE. HOWEVER, THE BIDDERS WHO HAVE SUBMITTED THE ABOVE DOCUMENTS IN TENDERS FLOATED DURING LAST **ONE YEAR** ARE NOT REQUIRED TO SUBMIT AGAIN.

E. KYC DOCUMENTS: PAN CARD, GST REGISTRATION CERTIFICATE.

F. AUTHORITY LETTER IN ORIGINAL AS PER **ANNEXURE-III** (IF APPLICABLE). NOTE:- SCANNED COPY WITHOUT SIGNATURE BY AUTHORISED REPRESENTATIVE AND WITHOUT STAMP SHALL NOT BE ACCEPTED.

G. INTEGRITY PACT AS ENCLOSED AS **ANNEXURE-IV**.

H. MANDATORY INFORMATION OF BIDDER AS ENCLOSED AS **ANNEXURE-V**

I. VENDOR ACCOUNT REGISTRATION FORM AS ENCLOSED AS **ANNEXURE-VI**

## **PART-II**

### **Special Terms and Conditions, technical/Price Bid submitted in Electronic Mode:**

**E-Tender** is available on MMTC e-procurement website **URL:-** <https://mmtc.abcprocure.com/EPROC> for online bidding process. For this, Bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority ([www.cca.gov.in](http://www.cca.gov.in)) and have to register with e-procurement portal **URL:-** <https://mmtc.abcprocure.com/EPROC> (a onetime activity) independent of each other as given below:

#### **Procedure for Obtaining Digital Certificate:**

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site **URL:-** <https://mmtc.abcprocure.com/EPROC>. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

**Note:** Class III or II 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 and have to register with e-procurement portal <https://mmtc.eproc.in> (a onetime activity). Minimum time to procure DSC is 3 working days.

The procedure for obtaining Digital certificate is given in the web site <https://mmtc.eproc.in>. In case of any difficulty either mail or talk to the technical support engineer through <https://mmtc.eproc.in> -> contact us/helpdesk. General support and assistance for E-Tender is given in the website <https://mmtc.eproc.in>-> FAQ.

#### **Procedure for Registering in E-Procurement portal:**

Further, the bidder will have to register with MMTC's E-Procurement portal. For registering, please go to **URL: -** <https://mmtc.abcprocure.com/EPROC> and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

**HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY**

**Exclusions: MMTC HOLIDAYS)**

<b>Vendor's Queries</b>	<b>Contact Numbers</b>	<b>Mail ID</b>
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136 866	<a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
<b>Mr. Himanshu (Dedicated Helpdesk for MMTC)</b>	<b>+91 9265562826</b>	<a href="mailto:delhi.support@eptl.in">delhi.support@eptl.in</a>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 61200 555	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 61200 564	
	+91-(79)- 61200 569	
	+91-(79)- 61200 507	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

**MMTC reserves the right to accept or reject any or all bids or to re-tender at MMTC's sole discretion without assigning any reason to anybody whatsoever.**

## **PART- III TECHNICAL BID**

### **CLAUSE 1: SALIENT FEATURES**

<u>COMMODITY</u>	: Blackwater Soft Coking Coal
<u>QUANTITY</u>	: For a quantity of Four Railway Rakes (Approx. 3600MT per Rake (+/- 10%).  A Bidder can Bid for a minimum quantity of one railway rake.
<u>PAYMENT</u>	: (1). <b>Cash payment:</b> 100% advance payment through NEFT/RTGS/ Demand Draft (DD) towards cost of goods with Taxes (GST, Cess etc.) in MMTC Limited, Bhubaneswar account maintained in Bank: HDFC BANK LTD, Branch: Plot No.3815A and 3815C, UNIT-3, JANPATH, KHARVEL NAGAR, BHUBANESWAR-751001.A/C No.:0122031-000-0084,IFSC: HDFC0000122 Final settlement shall be on the basis of RR weight.
<u>SPECIFICATION</u>	: As per Annexure –II
<u>ORIGIN</u>	: AUSTRALIAN
<u>DELIVERY MODE</u>	: Ex-Paradip Port plot loaded onto the rake basis. Actual Railway freight including taxes from Paradip to destination will be paid by the Buyer (Consignee) in advance. RR copy to be submitted by party to MMTC, Paradip Office.

### **CLAUSE 2: Delivery period**

For a quantity of Four Railway Rakes (Approx. 3600 MT per Rake (+/- 10 %) of the soft coking coal offered at Seller's option. Delivery of the first rake shall start immediately after placing the order by buyer. In case of refusal to take the cargo after placement of indent , the Railway charges/LD will be borne by the buyer.

MMTC reserves the right to accept or reject any or all bids or to re-tender at MMTC's sole discretion without assigning any reasons.

### **CLAUSE 3: Performance Guarantee (PG)**

Successful Bidder has to furnish the Security deposit/PG @ 3% of total value of transaction. EMD will be converted to Security deposit/PG for the successful bidder which will be a part of Performance Guarantee.

### **CLAUSE 4: Weight**

Quantity shall be as per Paradip Port Railway Weighbridge taken at loading station.

### **CLAUSE 5: Default in Receipt**

In the event of any default in picking up the cargo or non-performance of the contract by the buyer, MMTC reserves the right to forfeit the Security Deposit.

## **CLAUSE 6**

**Arbitration** : Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation of this contract or validity or breach thereof shall be settled by Arbitration by Sole-Arbitrator to be nominated by the General Manager, MMTC, Bhubaneswar. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The Venue of the arbitration shall be Bhubaneswar, Odisha. The law governing this Purchase Order shall be laws of Arbitration and Conciliation Act 1996 and its subsequent amendments. The language of Arbitration shall be English. All disputes shall be subject to the jurisdiction of the competent courts of Bhubaneswar, India.

## **CLAUSE 7 :**

### **FORCE MAJEURE**

In case at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under the contract because of war, hostility, military operation of any character, civil commotions, sabotage, quarantine restrictions, acts of Government, fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, earthquake, cyclone, plant shut down restrictions or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfillment of any obligations shall be postponed during the time when such circumstances are operative.

Any waiver / extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds by one month, the affected party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfill its obligations under the present contract, must within 10 days of occurrence of any of the cause mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract. Certificate issued by a Chamber of Commerce of Industry or any other competent authority connected with the cause shall be sufficient proof of the existence of the above circumstances and their duration.

The delivery period in respect of undelivered quantities may be extended at Seller's option.

If no mutual agreement for extension of time for supply of cargo is arrived at, the contract may be terminated at the option of the buyer without any liability.

## **CLAUSE 8: Authorization of Agent/Representative**

For the bid submitted by agent / representatives, the name, address & bank attested specimen signature of their principal is to be furnished along with a letter of authority issued by the principal authorizing the agent/representatives to participate on their behalf.

## **CLAUSE 9: Confidentiality Agreement**

Each bidder represents and undertakes that they will keep confidential any information concerning the other bidder or its business, which the other bidder informs them is confidential or which a reasonable person receiving that information in the same circumstances would regard as being confidential (information) and do not share it with or disclose it to any other bidder.

## **CLAUSE 10**

### **General Conditions:**

(a) For evaluation of the bid, the H1 shall be considered. If the H2 bidder matches the H1 price, then MMTTC has the option to allocate cargo in 60:40 ratio between the H1 bidder and second bidder.

(b) Seller reserves the right to cancel or, reject any or all bids without assigning any reason whatsoever and the decision of Seller in this respect shall be final and binding and shall not be liable to be questioned in any court or before any authority.

(d) The technical bids will be opened as per due date. After scrutiny of technical bids, the price bids of only those bidders whose technical bids are acceptable will be opened and considered further.

(e) Incomplete offer or offers received after the closing time and date shall not be accepted. Price bid of only those bidders, who qualify in technical bid, shall be considered for evaluation. Price bids of successful bidder (technical) will be opened as per due date. Any bidder willing to participate in the tender opening process may attend directly or depute their representative. EMD of the unsuccessful bidder will be returned back and for the successful bidders it will be retained and returned after successful completion of the contract.

(f) Proper authorization on their letterhead with signatures in original clearly stating the name of firm, person, designation and his/her signatures (as per Annexure-III).

(g) The Seller is an independent legal entity with power and authority to enter into contracts solely on its own behalf under applicable Laws of India and general principles of contract Laws. Government of India is not a party to any agreement as per these terms and conditions and is not and shall not be liable for any acts, omissions, commissions breaches or other wrongs arising out of any agreement as per these terms and conditions and the BUYER shall waive, release and forego any and all actions for claims including loss claims, impleads claims or counter claims against Government of India arising out of this contract and shall not sue the Government of India as to any manner, cause of action or thing whatsoever arising of or under this agreement.

(h) MODIFICATIONS/WAIVERS: No change in respect of these terms and conditions are valid unless both the parties agree the same to in writing. All previous negotiations/ understandings between parties are cancelled while entering into an agreement as per these terms and conditions. Failure to enforce any conditions hereunder contained shall neither be deemed as waiver of the conditions itself nor authorize any subsequent breach thereof.

## **CLAUSE 11**

### **Termination of Contract**

The Seller may at any point of time by notice in writing summarily terminate the contract without any complain whatsoever from the Buyer.

i) In the event of insolvency of the Buyer/insolvency of any partner of the Buyer's firm/dissolution of the Buyer's firm/winding up of the Buyers' company on appointment of receiver.

ii) If the Buyer commits the breach of the contract even though not specifically provided for herein, provided always that such determination shall not prejudice any

right of action or remedy which shall accrue or shall accrue thereafter to the buyer and provided also that the Buyer shall be liable to compensate the Seller for damages, claims, losses and expenses etc.

#### **CLAUSE 12 Integrity Pact**

Buyer will have to sign Integrity Pact with the buyer which shall be an integral part of contract between Buyer and Seller.

#### **CLAUSE 13 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.gov.in> (<http://mmtclimited.gov.in/>)) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC. (a) The Bidder(s)/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.

**CLAUSE 14: HOLIDAY LISTING:**

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

**PRICE BID FORMAT (IN ONLINE MODE)****TENDER NO.MMTC/COKING COAL/SALE/CO/SCC/20-21/03****DATED: 25/11/2020****(To be Quoted in Rs. / MT)****QUANTITY: MT (+/-10%) OR RAKES EX-PARADIP**

<b>Description</b>	<b>Rate in INR per MT (Exclusive of taxes)</b>	<b>Approx.Total Amount in Rupees</b>	<b>No. of rakes bidded</b>
In Numerical			
In Words			

- The Quoted Price are exclusive of GST, Railway, Road Freight and other statutory duties and levies.

**NB:- The price validity: 1730 hrs. 22/12/2020 days from the date of opening of price bid acceptance by seller-MMTC.**

MMTC reserves the right give Sale Order/LOI to one or more parties at H-1 price.

(Signature, name & seal of the authorized person)

**SPECIFICATIONS (TYPICAL)****ANALYSIS DETAILS**

<b>SAMPLE IDENTIFICATION</b>	<b>DATE OF SAMPLING</b>	<b>TM% ADB</b>	<b>IM% ADB</b>	<b>VM% ADB</b>	<b>ASH% ADB</b>	<b>FC% ADB</b>	<b>S% ADB</b>	<b>P% ADB</b>	<b>CSN% ADB</b>
Soft coking coal	01.10.2020	6.42	1.78	24.81	8.58	64.83	0.437	0.058	4.5

NOTE: ADB : AIR DRIED BASIS, ARB:AS RECEIVED BASIS

**FLUIDITY ANALYSIS**

<b>SAMPLE IDENTIFICATION</b>	<b>DATE OF SAMPLING</b>	<b>Initial softening temp</b>	<b>Maximum fluidity temp C0</b>	<b>Solidification temp C0</b>	<b>Plastic range c0</b>	<b>Maximum fluidity (DDPM)</b>
Soft coking coal	01.10.2020	437	452	473	36	91

ANNEXURE-III

**FORMAT FOR AUTHORISATION LETTER TO BE SUBMITTED BY THE PRINCIPALS ON LETTER HEAD (IN ORIGINAL)**

Ref: MMTC/

DATE:

To,

General Manager (Coking Coal)

MMTC Limited,

New Delhi

**Sub: Authorization of person for submission / participation in Tender –Reg.**

**Ref: MMTC Notice Inviting Tender No: \_\_\_\_\_ Dated \_\_\_\_\_.**

Dear Sir,

This is with reference to your Notice Inviting Tender (NIT) bearing No.

\_\_\_\_\_ Dated \_\_\_\_\_ regarding authorization. In this connection, we M/s \_\_\_\_\_ (name & Address) as Principal, hereby appoint / authorize Mr./Miss/Mrs. \_\_\_\_\_ (name & Address), as an authorized person on behalf of us to quote/submit/participate in the above referred e-tender bearing No. \_\_\_\_\_ Dated \_\_\_\_\_.

Further, our authorized person will enter/ sign the contract with MMTC on acceptance of our e-tender. We hereby undertake that we as a Principal hold full responsibility for all acts/ deeds of Mr./Miss/Mrs. \_\_\_\_\_ in connection with this e-tender.

Thanking you.

Yours faithfully,

(Signature & Seal of the Authorized signatory of the  
Principal)

Signature of Authorized person

(Mr./Miss/Mrs. \_\_\_\_\_ )

**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**

1. IF MMTC HAS DISQUALIFIED THE BUYER(S) FROM THE TENDER/AUCTION/E-AUCTION/E-SALE/SALE/PURCHASE PROCESS PRIOR TO THE AWARD ACCORDING TO SECTION 3, MMTC IS ENTITLED TO DEMAND AND RECOVER THE DAMAGES EQUIVALENT TO EARNEST MONEY DEPOSIT/BID SECURITY.
2. IF MMTC HAS TERMINATED THE CONTRACT ACCORDING TO SECTION 3, OR IF MMTC IS ENTITLED TO TERMINATE THE CONTRACT ACCORDING TO SECTION 3, MMTC SHALL BE ENTITLED TO DEMAND AND RECOVER FORM THE VENDOR LIQUIDATED DAMAGES EQUIVALENT TO 5% OF THE CONTRACT VALUE OR THE AMOUNT EQUIVALENT TO PERFORMANCE BANK GUARANTEE WHICHEVER IS HIGHER.
3. IF THE BUYER(S) /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. MPMC WILL ENTER INTO AGREEMENTS WITH IDENTICAL CONDITIONS AS THIS ONE WITH ALL BUYER(S) /VENDOR(S)/BIDDER(S) WITHOUT ANY EXCEPTION.
2. MPMC WILL DISQUALIFY FROM THE TENDER PROCESS ALL BUYER(S)/VENDOR(S)/ BIDDER(S) WHO DO NOT SIGN THIS PACT OR VIOLATE ITS PROVISIONS.

## **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BUYER(S)/ VENDOR(S)/ BIDDER(S)**

IF MPMC OBTAINS KNOWLEDGE OF CONDUCT OF BUYER(S)/VENDOR(S)/BIDDER(S) OR OF AN EMPLOYEE OR A REPRESENTATIVE OR AN ASSOCIATE OF BUYER(S)/VENDOR(S)/BIDDER(S), WHICH CONSTITUTES CORRUPTION, OR IF MPMC HAS SUBSTANTIVE SUSPICION IN THIS REGARD, MPMC WILL INFORM THE SAME TO ITS CHIEF VIGILANCE OFFICER AND/OR APPROPRIATE GOVT. AUTHORITIES SUCH AS CBI.

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

1. MPMC 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, MPMC.
3. THE IEM HAS THE RIGHT TO ACCESS WITHOUT RESTRICTION TO ALL TRADE/ PROJECT RELATED DOCUMENTATION OF MPMC. 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. MPMC 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 MPMC 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 MPMC 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, MPMC WITHIN 4 TO 6 WEEKS FROM THE DATE OF REFERENCE OR INTIMATION TO HIM BY MPMC AND, SHOULD THE OCCASION ARISE, SUBMIT PROPOSALS FOR CORRECTING PROBLEMATIC SITUATIONS.
7. IF THE IEM HAS REPORTED TO THE CMD, MPMC, 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)

PLACE : \_\_\_\_\_

\_\_\_\_\_

WITNESS 1 : \_\_\_\_\_

\_\_\_\_\_

NAME : \_\_\_\_\_

\_\_\_\_\_

ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

(OFFICE SEAL)

DATE :

WITNESS 2 :

NAME

ADDRESS

**ANNEXURE-V**

**MANDATORY INFORMATION OF BIDDER**

Company Name	:	
Registration Number	:	
Registered Address	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
PAN NO / TAN NO	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
	:	
Contact Details	:	
Contact Name	:	

Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

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

Name

Designation

