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PAN NO.AAACM1433E

**CIN L51909DL1963GOI004033**

*E-TENDER FOR IMPORT OF PULSES*

E-TENDER NO. MMTC/PULSES/IMP/2016-17/03 Dated:6<sup>th</sup> May 2016

Closing At 1500 Hrs (IST) on 27<sup>th</sup> May 2016

*MMTC INVITES OFFERS FOR IMPORT OF PULSES*

*COPY OF TENDER DOCUMENT CAN BE OBTAINED FROM CHIEF GENERAL MANAGER(AGRO)  
OR CAN BE DOWNLOADED FROM OUR WEB SITE:*

[www.mmtclimited.gov.in](http://www.mmtclimited.gov.in)

&

<http://eprocure.gov.in>



Core-1, Scope Complex, 7, Institutional Area,  
Lodhi Road, New Delhi: 110 003.

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**Closing At 1500 Hrs (IST) on 27<sup>th</sup> May 2016**

Terms & Conditions of Tender

1. Invitation for Bids:

MMTC Ltd., Core-1, Scope Complex, Lodhi Road, New Delhi – 110 003, India invites bids for import of Pulses on CNFFO basis as per the terms and conditions mentioned hereunder: -

2. Items, Quantity and Shipment Period

S. No.	Item (Crop year)	Quantity	Origin	Shipment period	Discharge port (Buyer's option)
1.	Red Lentils (Masoor) whole Latest crop 2016	<b>5,000 MTs</b> (+/- 2%) <i>in containers at buyer's option</i>	Canada/ Australia	<b>From 15<sup>th</sup> September upto 15<sup>th</sup> October, 2016</b>	2,500 Mt at Kolkata Port & 2,500 MT at Nhava Sheva/JNPT

\*subject to conditions mentioned in Annexure VI of the tender regarding Phytosanitary requirements for import of peas and pulses into India.

\* Bid should be made for a minimum quantity of **2500 MTs**.

**# In case L-1 bidder quotes only for minimum quantity, L2 bidder would be asked to match the L1 prices for balance tendered quantity at 24 hour notice. If L2 bidder does not agree to supply at L1 price, the L3 bidder would be given offer for supply of balance tendered quantity at L1 price.**

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

### **3. Quality Specifications**

**RED LENTILS (MASOOR) WHOLE LATEST CROP of 2016 fit for human consumption**

GRADING FACTORS	SPECIFICATIONS
Moisture	Note more than 14 percent by weight (obtained by heating the pulverized grains at 130°C 133° for two hours)
Foreign matter (Extraneous matter)	Not more than 1 per cent by weight of which not more than 0.25% by weight shall be mineral matter and not more than 0.10% by weight shall be impurities of animal origin
Other edible grains	3.0 % Max. by weight
Damaged grains	5.0% Max. by weight
Weevilled grains	6.0% Max.
Uric acid	Not more than 100 mg. per Kg.
Aflatoxin	Not more than 30 micrograms per kilogram
The total of foreign matter, other edible grains and damaged grains shall not exceed 8% by weight	

#### General

- Please note that all the pulses quoted shall be from new crop and shall be sound, clean, wholesome, free from moulds/fungus, live insects obnoxious smell, artificial colour, admixture of unwholesome substance and should be of reasonable uniform size, shape and colour characteristics.
- All requirements of plant quarantine (regulation of import into India) Order 2003 or any amendments thereof to be strictly adhered to failing which the consignment will stand rejected.
- Radioactive contamination, if any, within permissible international limits.
- Mycotoxin including Aflatoxin not to exceed 30 micrograms per kilogram.

If the pulses on arrival at port do not meet the specifications prescribed by the Indian PPQ/FSSAI Authorities, then the supplier will have to take back the goods at their own risk and cost.

#### **4. Price:**

Prices for **Red Lentils (Masoor)** to be quoted for supply in **US Dollars PMT** net delivered weight and quality on **CNFFO** basis for **Kolkata Port & Nhava Sheva/JNPT port**. The evaluation and finalization of offers received shall be made on the basis of the lowest landed cost of import of pulses depending on the country of origin. MMTTC is free to select origin depending upon its judgment of prices received in the tender.

Prices shall be quoted only as per price bid format provided in “**Annexure I (PRICE BID)**”.

## **5. Packing**

Red Lentils should be offered in PP/Jute bags of 50 kg Nett in containers or **LOOSE IN BULK**. Pulses offered in bags should be packed in new 50 KGs seaworthy Jute/PP bags of uniform quality and weight capable to withstand 50 KGs net weight and capable of withstanding multiple handling. 2% empty extra bags to be supplied free of cost, along with the cargo. The mode of Packing should be specifically mentioned in the Bid in the space provided in “**Annexure II (TECHNICAL BID)**”. **Following markings on the bags as per FSSAI standard should be complied:-**

- 1.FSSAI Logo
- 2.FSSAI Licence number: .10014011001604
- 3.Product name
- 4.Weight
- 5.Country of Origin
- 6.Packing date
- 7.Importer’s name & Address
- 8.Packer’s name & Address

## **6. Country of Origin:**

**Red Lentils (Masoor) of Canadian/Australian origin fit for human consumption** conforming to quality specifications as per clause 3 and subject to conditions mentioned in Annexure VI of the tender regarding Phytosanitary requirements for import of peas and pulses into India. Origin is to be declared in Technical Bid. MMTC reserves the right to decide on origin.

Along-with Technical bid, a declaration by the bidder stating that their business dealings have not been banned or suspended by the Ministry of Commerce and Industry (MOC&I), Government of India or any of the Public Sector Undertakings under MOC&I is to be furnished.

Country of Origin should be specifically mentioned in the Bid in the space provided in “Annexure I” (Price Bid) and “**Annexure II (TECHNICAL BID)**”

## **7. Validity:**

**Bid must remain valid upto 1700 hrs. IST on 2<sup>nd</sup> June, 2016.**

## **8. Bid Bond:**

a) Bidder to submit a **Bid Bond of 5% of value of Bid** in the form of bank guarantee valid till 30<sup>th</sup> July 2016 in physical form or submit bid amount in the form of funds transfer (in US\$) to MMTC’s account. The bank co-ordinates for funds transfer are given below:-

Bank particulars for inward remittance

CITIBANK NA  
111, WALL STREET, NY-10043(SWIFT CITIUS33), UID 302619  
ACCOUNT NO. 36074976 (STATE BANK OF HYDERABAD, NEW DELHI)  
SWIFT: SBHYINBB012  
FAVOURING A/C NO.52142903753 OF MMTC LIMITED, NEW DELHI

Bid bond OR fund transfer advise is to be furnished to MMTC before **1500 Hrs IST on 27<sup>th</sup> May 2016** in physical form. No interest will be payable on such deposit. The amount should reach MMTC before tender closing i.e. **27<sup>th</sup> May 2016** (1500 Hrs IST) and credit should be reflected in MMTC account. The onus of ensuring receipt of funds in MMTC account before **1500 Hrs IST on 27<sup>th</sup> May 2016** rests solely with the Bidder and MMTC will not take any liability or responsibility for the same or for any delay in receipt through Banking channels in MMTC account. The applicant making the remittance should be the bidder (foreign supplier) participating in the tender. The wire details should clearly mention that this deposit is for bid guarantee purpose. In case MMTC is required to send back the bid bond amount after closure of tender or after expiry of bid validity, the bank charges and exchange conversion/reconversion charges at actual would be to the bidder's account.

b) Bank Guarantee (on prescribed form as at "**Annexure III**") in US Dollars equivalent to **5% (Five percent)** of the CNFFO value of the bid quantity. Bankers cheques would not be accepted as Bid money.

c) Bid Bond(s) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to conditions attached to the bid(s), will be returned after ten (10) days of award of the tender (to the successful Bidder(s)).

d) Bid money of successful bidder/s shall stand forfeited if they fail to provide performance guarantee as per terms of tender. MMTC reserves the right to blacklist such bidders from participation in future tenders.

## **9. Payment:**

a. 100% payment by irrevocable non-transferable letter of credit or CAD.

b. The letter of Credit shall be negotiable against the following documents:

(1). Seller's signed Commercial Invoice in three (3) originals with three (3) copies for goods shipped on the basis of shipped weight showing interalia quantity/ description, quality of pulses shipped, price and net Invoice value.

(2). Complete set of Original Bill of Lading, marked "CLEAN ON BOARD" and "FREIGHT PREPAID" made out to order of opening bank and blank endorsed, notify party "APPLICANT". Bill of Lading(s) to be signed by Master of the Vessel or by a named agent for and on behalf of the Master or the Owner of the Vessel. **In case the BL is in the name of shipper (third party), the Seller's name should also be incorporated in the column of SHIPPER/CONSIGNOR,**

(3). Certificate of Pre-shipment inspection regarding quality, quantity/weight & packing by the inspection agency(SGS) nominated by the Buyer.

(4). Certificate of Crop Year by the inspection agency nominated by the Buyer.

- (5) Packing List certified by the Load Port Inspection Agency giving **Gross weight and nett weight of each container of entire cargo.**
- (6). Certificate issued by the authorized Govt. Agency that cargo is free from levels of radiation stipulated.
- (7). Certificate issued by the Govt. nominated Official Agency in the Country of Origin/Surveyor nominated by the Buyer certifying that the goods shipped are in conformity with tender/contract specifications and also . that the cargo is fit for human consumption
- (8). Certificate of origin issued by Chamber of Commerce in Country of Origin, in two originals, and one original is to be sent to MMTC office at Mumbai/Chennai
- (9). Original Phytosanitary certificate in conformity with accepted international convention and Phytosanitary regulation of India. Following additional declarations are required to be incorporated in the Phytosanitary certificate that the consignment(s) conforms to Plant Quarantine (Regulations of Import into India) Order 2003 with subsequent schedules and amendments. Certificate to be issued In two originals and one original is to be sent to MMTC office at Mumbai/Chennai. Phytosanitary Certificate must contain the following clauses also in supply of respective Pulses **(see Anx.VI):-**

**Toor from Myanmar:** Richardia Brasillensis, Free from soil contamination, Fumigation with Methyl Bromide

**Toor Malawi/Mozambique:** Free from Soil contamination. Free from quarantine weed seeds as per schedule VIII of PQ order 2003. Fumigation with Methyl Bromide.

- (10) Letters as per Clause 16(Fumigation)
- (11)Fumigation certificate certifying that the cargo has been fumigated in containers/ holds of the vessel prior to sailing.
- (12)Copy of Fax advising shipment particulars in accordance with **Clause 20** below.

- c. Negotiation of documents under reserve is not acceptable.
- d. Bank charges outside India, if any, to be borne by the Seller.
- e. All Bank charges in India connected with opening of L/C, increasing its amount and also Bank charges connected therewith, will be for the Buyer's account. In case the Seller desires any amendment, the expenses shall be for the Seller's account.
- f. Documents presented within the validity of L/C shall be acceptable.
- g. Stale Bill of Lading and Third party Commercial Invoice shall not be acceptable.
- h. L/C to be valid for **negotiation for 21 days after shipment**. However original documents should be received by MMTC **on or before arrival of Containers/ Ship at the discharge port**.

**The name of seller should be mentioned in B/L and Phytosanitary Certificate.**

#### **10. Deviations:**

No Deviations will be allowed from the tender Terms and Conditions as well as quality specifications. Bids with deviations will be summarily rejected. The Bidder has to submit a certificate that the Bid is in complete conformity with the Tender Terms and Conditions as per format on **"Annexure II"**.

## **11. Eligibility**

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

## **12. Submission of Bids:**

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

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

Technical bid is to be uploaded on electronic mode by **1500 Hrs IST on 27<sup>th</sup> May 2016**.

Original Bid Bond has to be submitted by post/by hand prior to opening of bids on 10<sup>th</sup> May 2016 latest by 15:00 hrs IST and received by MMTC at SCOPE Complex, Delhi.

**Part B: Price Bid** Price Bids are also to be submitted latest by **1500 hrs IST on 27<sup>th</sup> May ,2016** through electronic mode only.

The Bidders may note that they have to give the price of Red Lentils of Canadian origin only. In case the price bids are received with a single price without specifying the respective origin, the same would be considered as a deficient bid. Bidders are therefore required to quote prices against each origin separately.

Both bids “**TECHNICAL BID**” and “**PRICE BID**” are to be submitted latest by **1500 Hours IST on 27<sup>th</sup> May 2016** through electronic mode. Technical Bid and Price Bid is to be uploaded separately in the respective option field and price bid is not to be uploaded with technical bid. Price bid will be opened only of bidders who qualify in the technical bid.

Bidders may log on to:

website <https://mmtc.eproc.in>

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

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

Offers should be submitted as per Bids format provided at Annexure-I & II.

The technical bid of tender shall be **opened at 1505 Hrs. IST** and price bids shall be opened at **1600 hrs. IST on same day i.e. 27<sup>th</sup> May 2016**. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

- a) Any litigation and/or arbitration between MMTC and the bidders, summons or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder.

- b) Each page/document must be signed by the Bidder.

- c) The Buyer reserves the exclusive right to increase, decrease or split the quantity tendered.
- d) Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/ Courier to the successful bidder(s) and/or his/their Agents(s) in India within the validity of offer.
- e) Offer(s) incomplete or deficient, received late and/or not accompanied by valid Bid Bond/EMD may be rejected at the discretion of the Buyer.
- f) MMTC reserves the right to reject and / or accept all or any offers including the lowest offer without assigning any reasons.

### **13. Documents Constituting Purchase Contract**

The Invitation of Bids, the terms and conditions of Tender, Offer of the Bidder/Supplier and Letter of Acceptance issued by the Buyer along with any amendment issued prior to signing of contract shall constitute the Contract between the Buyer and the Seller.

### **14. Performance Guarantee**

- a) Successful bidder shall furnish a Performance Guarantee for due and satisfactory performance of the Contract, equal to **5% of the value of the contracted goods**, in US Dollars in the form of Bank Guarantee from a Prime Bank to be furnished in the prescribed format as per “**Annexure IV**”.
- b) The Performance Guarantee shall be furnished within five (5) calendar days of the date of acceptance of the Bid by the Buyer and shall be **valid till 30<sup>th</sup> December, 2016. On receipt of Performance Guarantee, contract shall be signed without any change in shipment period. LC would be established only after receipt of original PG and signed copy of the contract.**
- c) *In case successful bidder awarded tender does not furnish Performance Bank Guarantee within 5 days of LOI, they may be blacklisted.*
- c) Satisfactory performance of the Contract includes delivery of the commodity strictly according to the specifications, terms and conditions referred herein, within the stipulated period of shipment and settlement of all claims.
- d) Bid bond of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required Performance Guarantee.

### **15. Forfeiture Of Performance Guarantee**

- 1. The Buyer reserves the right to forfeit the Performance Guarantee of the Seller :
  - a) In case the successful bidder submits Performance Bank Guarantee but fails to supply the goods within the specified period ,in addition to invocation of Performance Bank Guarantee, Seller may also be barred from participation in subsequent 5 (five) tenders for import of pulses
  - b) Commits any breach of Contract or fails to fulfill any term(s) or condition(s) of the Contract.



2. The Performance Guarantee will be released to the Seller on successful and satisfactory execution of the Contract. No claim shall be admissible against the Buyer in respect of interest on Performance Guarantee regardless of the time of the release.
3. Integrity pact to be signed by Bidder as per the attached format **Annexure VII** along with bid documents.
4. Bidder to submit mandatory information as per format at Annexure-IX

## **16. Fumigation**

- a. The consignment must be treated by appropriate fumigant in containers/ holds of the vessel, prior to sailing strictly in accordance with the instructions as given in Order 'Plant Quarantine (Regulation of Import into India) Order 2003" with schedules and subsequent amendments.
- b. Seller must ensure conformity to quality requirements pertaining to poisonous weed seeds, Mycotoxins, Argemone Mexicana and Lathyrus Sativa, Uric Acid, Rodent Hair and excreta etc.
- c. It has been directed by the Plant Protection Adviser to the Govt. of India (PPA) vide Office Memorandum No.99-11/2009-PQD dated 18.02.2010 to advise importers to ensure fumigation/treatment, wherever applicable, strictly to be met in the exporting country and incorporated such special conditions in Phytosanitary Certificate without fail. All cases where such special conditions are not complied with have to be forwarded to the PPA for further necessary action.
- d. All importers need to take the following steps:

1. For countries where Methyl Bromide fumigation is banned: Please arrange for a letter from the NPPO of the origin country certifying that MBR fumigation is banned in their country.

2. For countries where Methyl Bromide fumigation is not possible due to extreme cold weather conditions: Please arrange for a letter from the NPPO of the origin country certifying that MBR fumigation is not possible in the specific months (state which month to which month) when the weather is extremely cold. It may be noted by bidders that if fumigation by Methyl bromide is not done at load port, the cost and penalties levied by the Phytosanitary Authorities in India at discharge port would be recovered from the bidder. In such cases fumigation by Methyl bromide would be carried out at discharge port and actual expenses including penalties if any will be recovered from seller.

The above conditions to be strictly complied with.

## **17. Inspection**

1. The buyer will appoint a Pre-Shipment Inspection Agency (PSI) (SGS) at the load port. The entire cost of Pre-Shipment Inspection Agency shall be borne by the Seller.
2. The Seller shall, on receipt of L/C from the Buyer, offer to the Buyer's nominated PSI, the stocks as per shipment schedule prior to shipment/dispatch and also shall ensure PSI's accessibility to the stocks for inspection, sampling, testing etc.

3. The PSI shall draw required number of representative samples jointly with the Seller and other attending agencies, in accordance with the International Trade Practice, prior to loading of cargo tendered by the Seller for shipment/dispatch.
4. The offered stock shall be rejected if it does not meet any of the Specifications or Characteristics.
5. The PSI shall allow sailing/dispatch after proper airtight sealing of the covers of the holds/hatches of the vessel/containers.
6. PSI shall allow loading of the cargo into ship after due satisfaction that the vessel is fully fit for the loading of cargo, in accordance with the tender terms and conditions. In case of any violation PSI may refuse to accept the vessel.
7. Quantity, quality, weight, packing etc. Certificate to be issued by international reputed surveyor (SGS) nominated by buyer at the port of loading at the time of shipment at seller's cost.
8. Surveyors to ensure that the consignment conform to Indian Plant Protection and Quarantine Requirements and issue a certificate to that effect in addition to that certificate issued by Govt. authorized agency of the country of origin.

## **18. Shipment**

1. Buyer has the right to amend Seller's shipment date within laycan. **For Containerized cargo – Maximum consignment size shall not be more than 1000 MT at a time in 20' containers only. For containerized cargo, supplier shall give 14 days free time at discharge port for clearance of the cargo mentioning the same in the Bill of Ladings**
2. All containerized shipments originating from USA, Canada, Tanzania, Malawi and whichever countries it is applicable, the Container handling charges (DTHC) at discharge port should be pre-paid and should be clearly mentioned in the Bill of Lading.
3. Detailed terms and conditions of the shipment are mentioned at "*Annexure V A*" & "*Annexure V B*".

## **19. Age Of Vessel**

As per "***Annexure V*** (details terms and conditions for containerized shipment).

## **20. Insurance**

The Buyer will insure the goods. The Seller shall, latest **before 48 hours** of sailing of the vessel, inform The Chief General Manager (Agro), MMTC Limited, Core 1 Scope Complex Lodi Road ,New Delhi, India by Fax (No. +91 11 24364587) and e-mail address ( [nb@mmtclimited.com](mailto:nb@mmtclimited.com), [rs@mmtclimited.com](mailto:rs@mmtclimited.com)) and telephone no. (+91 11 24381441/24361348) and the Insurance Company nominated by the Buyer, the following details of the shipment/dispatch:

- i) Name of the Vessel
- ii) Sailing/departure date
- iii) Port of Shipment/port of dispatch

- iv) Invoiced quantity and value of goods, Bill of Lading(s) no. & date.
- v) ETA of vessel at Indian Port

If vessel's age is beyond 25 years for the containerized cargo, prior approval of buyer needs to be taken. The additional premium for the same to be paid to the Insurance company will be borne by the Seller.

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

Vessels shall not be over 25 years of age (In case of containerized cargo). If the vessels are above 25 years of age, the Overage Insurance Premium due to age and flag of the vessel shall be to the account of the Seller.

MMTC would take Insurance Policy which covers ICC(A) with War & SRCC.

## **21. Post Landing Survey**

**1. Joint Survey in case of discrepancy in weightment of containers before opening.** In case of any damage to the cargo, material short received or material not meeting contractual specification during survey, the claim shall be lodged by the Buyer on the Seller.

2. The discharging shall be allowed to commence by Buyer's surveyor on completion of formalities under intimation to The Chief General Manager (Agro) as per address given in Clause 20 above.

3. The cargo on arrival at discharge port is subject to inspection by Indian Phytosanitary and Health Authorities. In case of rejection for not meeting the quality and other statutory regulations, the seller shall be responsible for the costs and consequence whatsoever, including losses, damages incurred by buyer over and above the refund of payment from the seller. The seller also has an option to appoint surveyors at the discharge port for joint survey.

4. If the pulses on arrival at discharge port do not meet the specifications prescribed by the Indian PPQ/FSSAI Authorities, then the supplier will have to take back the goods at their risk and cost.

## **22. Documents**

The Seller shall send by fax/email, followed by courier, to Chief General Manager (Agro), MMTC Limited, New Delhi, India as per address given in Clause 20 above, three sets of non-negotiable documents prior to the arrival of vessel. The Seller shall also ensure that the L/C opening bank in India, before arrival of the vessel, receives original shipping documents. Calculations of free time will start from the date of arrival of the cargo at discharge port or receipt of negotiable set of original shipping documents at bank or by MMTC whichever is later. All expenses like detention, ground rent etc due to delay in receipt of original documents would be to supplier's account. If these original documents are not received by Buyer's bank before the cargo arrival, the Seller shall instruct the shipper to deliver the consignment to MMTC against MMTC's own Letter of Indemnity and instruct the Shipping Agent accordingly.

## **23. Force Majeure**

Should any of the force majeure circumstances, namely act of god, natural calamity, fire, Government of India Policy, restrictions, any act of Govt., strikes or lock-outs by

workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce in the Seller or the Buyer country shall be sufficient proof of the existence and duration of such circumstances. The certificate of Chamber of Commerce should be submitted within 15 days.

#### **24. Liquidated Damages**

In the event seller fails to effect shipment as per agreed shipment schedule as per clause 2, the buyer is entitled to a rebate of US\$ 5.00 PMT per day subject to a maximum of **one week from the last date of shipment (15<sup>th</sup> October, 2016)**. Rebate should be provided in the commercial invoice. Thereafter buyer will be free to take legal actions as deemed fit. In addition, Performance Guarantee will be invoked and forfeited. The supplier failing to supply contracted quantity in terms of this contract will also be liable to be barred from participation in subsequent five tenders for import of pulses on Government account.

#### **25. Damages:**

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

#### **26. Cancellation Of Contract**

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

#### **27. Arbitration**

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

CHIEF GENERAL MANAGER (AGRO)

**Tender No: MMTC/PULSES/IMP/2016-17/03**  
**Price Bid (To be completed by foreign supplier)**

Name of the Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
Email address: \_\_\_\_\_

Discharge Port -	KOLKATA	NHAVA SHEVA/JNPT
Description of item	Red Lentils (Masoor) Whole Latest crop 2016	Red Lentils (Masoor) Whole Latest crop 2016
Origin (Name of country)		
Origin (Port of Loading)		
Quantity offered (MTs) <b>Min Qty 2500 Mts</b>		
Price in US\$ PMT CNFFO		

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

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Signature of the Bidder \_\_\_\_\_  
Date \_\_\_\_\_  
Seal of Company \_\_\_\_\_

**Annexure-II**

**TECHNICAL BID**

1.Details of Bid Bond

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

Name of Bank & Branch:  
\_\_\_\_\_

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same for the fulfillment of the contract.

2. Items, Quantity and Shipment Period

S. No.	Item (Crop year)	Quantity	Origin	Shipment period	Discharge port (Buyer's option)
1.	Red Lentils (Masoor) whole Latest crop 2016	<b>5,000 MTs</b> (+/- 2%) <i>in containers at Buyer's option</i>	Canadian origin	<b>15<sup>th</sup> September to 15<sup>th</sup> October, 2016</b>	5,000 Mt at Kolkata port

Please specify qty and other details against each discharge port

S.No.	Item (Crop Year)	Country of Origin Please specify	Quantity MT	Packing	Discharge port	Shipment Period offered
	2016	Canada/Australia			Kolkata port	As per tender
	2016	Canada/Australia			Nhava Sheva/JNPT port	As per tender

\*subject to conditions mentioned in Annexure VI of the tender regarding Phytosanitary requirements for import of peas and pulses into India.

\* Bid should be made for a minimum quantity of **2500 MTs**.

\* Quantity can be increased or decreased. It is the sole and absolute discretion of the buyer depending on the prices received in the tender.

### **3. Quality Specifications**

#### **RED LENTILS (MASOOR)**

<b>GRADING FACTORS</b>	<b>SPECIFICATIONS</b>
Moisture	Note more than 14 percent by weight (obtained by heating the pulverized grains at 130°C 133° for two hours)
Foreign matter (Extraneous matter)	Not more than 1 per cent by weight of which not more than 0.25% by weight shall be mineral matter and not more than 0.10% by weight shall be impurities of animal origin
Other edible grains	3.0 % Max. by weight
Damaged grains	5.0% Max. by weight
Weevilled grains	6.0% Max.
Uric acid	Not more than 100 mg. per Kg.
Aflatoxin	Not more than 30 micrograms per kilogram
The total of foreign matter, other edible grains and damaged grains shall not exceed 8% by weight	

#### **General**

- Please note that all the pulses quoted shall be from new crop and shall be sound, clean, wholesome, free from moulds/fungus, live insects obnoxious smell, artificial colour, admixture of unwholesome substance and should be of reasonable uniform size, shape and colour characteristics.
- All requirements of plant quarantine (regulation of import into India) Order 2003 or any amendments thereof to be strictly adhered to failing which the consignment will stand rejected.
- Radioactive contamination, if any, within permissible international limits.
- Mycotoxin including Aflatoxin not to exceed 30 micrograms per kilogram.
- If the pulses on arrival at port do not meet the specifications prescribed by the Indian PPQ/FSSAI Authorities, then the supplier will have to take back the goods at their risk and cost.

#### **DECLARATION**

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

**Certificate**

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

Deviation if any, please specify

Signature of the Bidder\_\_\_\_\_

Full Name\_\_\_\_\_

Designation\_\_\_\_\_

Date\_\_\_\_\_

Seal of Company\_\_\_\_\_



Bid – Bond Proforma

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

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

Dear Sirs,

WHEREAS M/s \_\_\_\_\_(offeror) has offered to supply a quantity of \_\_\_\_\_MT of \_\_\_\_\_ (name of commodity) to MMTC Limited and the offerer is required to submit a **Bid Bond of 5%** of the full value of the tender as a guarantee for fulfillment of all the terms and conditions of offer, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by MMTC Limited, New Delhi the amount of US\$ \_\_\_\_\_, in case the offerer wants to withdraw the offer or fails to execute any term of bid or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said offerer. Any such demand in writing made by MMTC Limited shall be conclusive and binding on us irrespective of any dispute or difference raised by the offeror. On receiving the demand from MMTC Limited the payment shall be made immediately failing which interest @15% p.a. on monthly rest basis shall be payable by the Bank from the date of demand to the date of payment. This Guarantee shall be irrevocable and shall remain valid till **30<sup>th</sup> July 2016** in New Delhi.

2. Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ \_\_\_\_\_(US Dollar \_\_\_\_\_only ) and it will remain in force upto \_\_\_\_\_in India till midnight \_\_\_\_\_unless a claim under the Guarantee is filed against us on or before midnight in India till (date), all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under. We, Bank further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of the bid originally made by the offerer and any change in the constitution of said offer or MMTC Limited.

FOR BANK

Dated:

Place:

**Performance Guarantee Format**

(To be executed by any Schedule Bank in India on Stamp paper of Rs 100/-)

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

1. Against Contract No./LOI \_\_\_\_\_ Dated \_\_\_\_\_ entered into between MMTC Limited (hereinafter called the Buyer) and M/s \_\_\_\_\_ (hereinafter called the Seller) this is to confirm that at the request of the Seller, we \_\_\_\_\_ Bank unconditionally and irrevocably guarantee to pay to the Buyer immediately on its first demand, the amount of US\$ \_\_\_\_\_ without any protest or demur, contestation or reference to the Seller, if the Seller fails to perform all or any of its obligations under the said contract/LOI. The decision of the Buyer in writing to the bank that the seller have failed to perform all or any of its obligations under the contract shall not be questioned and be final and conclusive. The said amount of US\$ \_\_\_\_\_ will accordingly forthwith be paid without any conditions or requirement of our proof whatsoever failing which interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to Buyer from the date of demand to the date of payment.

2. It is fully understood that this guarantee is effective for the period **upto 30<sup>th</sup> December 2016** and that we \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Buyer.

3. We, \_\_\_\_\_ Bank, further agree that the Buyer shall have the fullest liberty, without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said contract/LOI or extend time of performance by the Seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said seller and/or forebear to enforce any of the terms & conditions relating to the said contract and we, \_\_\_\_\_ Bank shall not be released from our liabilities under this guarantee by reasons of any such variations or extension being granted to the said seller or for any forbearance and/or commission on the part of the buyer, or any indulgence by the buyer to the Seller or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this performance guarantee.

4. We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Seller/Buyer.

5. The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of courts in New Delhi, India.

This Guarantee will be valid for invocation in India upto **30<sup>th</sup> December 2016** (Midnight).

FOR \_\_\_\_\_ BANK  
ACCEPTED

Terms for containerized shipment:

1. For bagged cargo Vessel to supply at each discharge port at all time ropes and net slings free of Charge. In case these are to be supplied by Buyer or its agent, same shall be at Seller's costs.

2. At discharge port the vessel shall be confined to Buyers agent/nominee, with owner paying customary fees.

3. Time required for fumigation of hatches at discharge port by Methyl Bromide to be on Sellers account and time to count (only in case of shipment from countries where fumigation by methyl Bromide is not allowed) only after clearance by Plant Quarantine Authorities at Discharge ports. Free period will commence only after fumigation is completed at discharge port and all costs, expenses and penalties ,if any, towards fumigation by Methyl bromide at discharge port will be to seller's account.

**4. Vessel shall give 15 days prior notice to Buyer at their address given earlier Thereafter 7 days, 3 days and 24 hours firm notices should be given.**

**5. For containerized cargo, supplier shall give 14 days free time at discharge port for clearance of the cargo mentioning the same in the Bill of Ladings.**

Vessels shall not be over 25 years of age (In case of containerized cargo). If the vessels are above 25 years of age, the Overage Insurance Premium due to age and flag of the vessel shall be to the account of the Seller.

If vessel's age is beyond 25 years for the containerized cargo, prior approval of buyer needs to be taken. The additional premium for the same to be paid to the Insurance company will be borne by the Seller.

**PHYTOSANITARY REQUIREMENTS FOR IMPORT OF PEAS & PULSES INTO INDIA**

The import of plant / plants material is regulated under the Destructive Insects & Pests Act, 1914 and the Plant Quarantine (Regulation of Import into India) Order, 2003 issued thereunder. As per this Order, the phytosanitary requirement of import for peas and pulses are as follows:

Import of pulses is subject to the following general condition for import of grains:

i. As per Section 3 (12) no consignment of food-grain is permitted for import with contamination of **quarantine weeds** listed in Schedule-VIII of PQ Order, 2003 unless the said consignment has been devitalized by the exporting country and a certificate to that effect has been endorsed in the phytosanitary certificate issued by the exporting country.

ii. As per PQ Order, 2003, Chapter II, Clause 3 (19) general condition of import, no consignment of plants and plant products contaminated with **soil** should be allowed.

Therefore, the National Plant Protection Organization of the exporting country has to issue Phytosanitary Certificate with the **special conditions of import** accompanying the consignment referring to the prescribed phytosanitary treatment and freedom from soil contamination and quarantine weed seeds listed in Schedule VIII of PQ Order.

In some cases, **the additional declaration** pertaining to freedom of the commodity from the pests listed in PQ Order, 2003 against the commodity is also required.

**Specific commodity - wise requirements are as under:**

i. The import of pea (*Pisum spp*) grains for consumption is allowed from any country with the following **additional declaration** endorsed on Phytosanitary Certificates:

The consignment is free from:

- (a) Stem and bulb nematode (*Ditylenchus dipsaci*)
- (b) Pea cyst nematode (*Heterodera goettingiana*)
- (c) Bruchids (*Bruchidius spp. Specularis impressithorax*)

**Special Condition** to be endorsed on phytosanitary certificate:

- (a) Fumigation with Methyl bromide @ 32g/cu. m at @ 21°C and above under NAP and the treatment.
- (b) Freedom from soil and quarantine weed seeds (as explained above)

ii. The import of chickpea (*Cicer arietinum*) grains for consumption is allowed from any country with the following conditions:

**Additional declaration** – Not prescribed

**Special Condition** to be endorsed on phytosanitary certificate:

(a) Fumigation with Methyl bromide @ 32g/cu. m at @ 21°C and above under NAP and the treatment.

(b) Freedom from soil and quarantine weed seeds

iii Import of Lentils (*Lens culinaris*) grains (seed) for consumption is allowed from following countries:

Name of the Country	Additional Declaration	Special condition of import
Australia Canada China Iran USA	Free from <i>Ditylenchus dipsaci</i> (stem and bulb nematode)	(i) Free from soil contamination and quarantine weed seeds. ii) Fumigation by Methyl bromide at 32 g per cubic meter for 24 hrs at 21° C or equivalent or any other treatment approved by the Plant Protection Adviser to the Government of India and the treatment should be endorsed on Phytosanitary Certificate issued at the country of origin or re -export.
Nepal Tanzania Myanmar	Nil	-do-
Turkey	Free from <i>Bruchus lentis</i> <i>Ditylenchus dipsaci</i> (stem and bulb nematode)	-do-

iv. Import of *Vigna (Phaseolus)* spp. (Beans) ) grain (seed) for consumption is allowed from any country.

Name of the country	Additional declaration	Special condition of import
Any country	Free from Bean bruchid ( <i>Acanthoscelides obtectus</i> )	(i)Free from soil contamination and quarantine weed seeds (ii)Fumigation with Methyl bromide @32 g/cu m for 24 hrs at 21°C and above under NAP and the treatment

		shall be endorsed on phytosanitary certificate or by any other fumigant/substance in the manner approved by the Plant Protection Adviser.
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v. Import of Pigeon pea (*Cajanus cajan*) grains for consumption is allowed from the country as per details given below with the following conditions:

Name of the country	Additional declaration	Special condition of import
(i) Australia (ii) Mozambique (iii) Myanmar (iv) Nepal	Free from <i>Richardia brasiliensis</i>	(i) Free from soil contamination. (ii) Fumigation by Methyl bromide at 32g per cubic meter for 24 hrs at 21° C or equivalent (iii) Free from quarantine weed seeds
(v) China	Free from <i>Heterodera glycines</i> (Cyst nematode)	(i) Free from soil contamination. (ii) Fumigation by Methyl bromide at 32g per cubic meter for 24 hrs at 21° C (iii) Free from quarantine weed seeds.
(vi) Iran	Free from <i>Apomyelois ceratoniae</i> (carob moth)	(i) Free from soil contamination. (ii) Fumigation by Methyl bromide at 32g per cubic meter for 24 hrs at 21° C (iii) Free from quarantine weed seeds.
vii) Kenya	Free from (a) <i>Melanagromyza chalcosoma</i> (pod fly) (b) <i>Richardia brasiliensis</i>	(i) Free from soil contamination (ii) Fumigation by Methyl bromide at 32 g per cubic meter for 24 hrs at 21° C or equivalent (iii) Free from quarantine weed seeds
(viii) Pakistan (ix) Tanzania (x) Malawi (xi) Uganda	Nil	(i) Free from soil contamination. (ii) Fumigation with Methyl bromide at 32 g. per cubic metre for 24 hrs. at 21° C and above or equivalent (iii) Free from quarantine weed seeds.

#### **Process of phytosanitary inspection and release of the consignments**

On receipt of application for quarantine inspection and clearance of food grain from importer or his clearing agent, the application is registered. Documents viz., original import permit, original phytosanitary certificate, bill of entry, certificate of origin, bill of lading, invoice etc. are checked. After scrutiny of the application, an inspector is

deputed for drawing samples as per laid down procedure. No. of Containers sampled depends on size of the consignment, as under:

01-10 containers - Minimum 2 containers

11-25 containers - One in every five containers but not less than four

Above 25 containers - One in every eight Containers but not less than six containers,

Two samples of one Kg each are drawn from each container for inspection / testing. Each sample is examined for freedom from the quarantine pest. If the consignment has live insect infestation, the importer is advised to fumigate the consignment with Methyl Bromide under the supervision of Plant Quarantine Officer. The consignment is again inspected and if found to have no live insect infestation, it is approved for release.

As per the Plant Quarantine (Regulation of Import into India) Order, 2003 all pulses are required to be treated with Methyl Bromide prior to entry into India. However, in respect of imports of pulses from USA, Canada and France interim arrangements have been made for Methyl Bromide fumigation at the point of entry, keeping in view the fact that this treatment is not feasible in these countries owing to very low temperature.

In case of non compliances with conditions stipulated in Plant Quarantine (Regulation of Import into India) Order, 2003, the consignment would be released after realizing fee for import permit and fee for plant quarantine inspection at five times of the normal rates and prescribed treatment. The fee applicable for first 1000 Kg is Rs. 2500/- plus Rs. 50/- per additional tonne in case of pulses and recoverable from Seller.

**INTEGRITY PACT**

Between

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

And

.....(bidder)

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

**Preamble**

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

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

MMTC Limited,  
Core-1, SCOPE Complex,  
7, Institutional Area,  
Lodhi Road,NEW DELHI – 110 003.  
Email id : [bijoychat@gmail.com](mailto:bijoychat@gmail.com)  
Email id: [dilip.chaudhary@icloud.com](mailto:dilip.chaudhary@icloud.com)

IEM will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of MMTC**

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
  - a) No employee of MMTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.



- b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all 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 from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

### **Section 5 – Previous transgression**

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or

with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

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

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

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

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

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word “IEM” would include both singular and plural.

**Section 9 – Pact Duration**

1. This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, MMTC.

**Section 10 – Other provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....

.....

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

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

Place : .....

Date : .....

Witness 1 : .....

Name :

Address :

Witness 2 : .....

Name :

Address

**SPECIAL TERMS & CONDITIONS FOR PRICE BID TO BE SUBMITTED IN ELECTRONIC MODE.**

E-Tender is available on MMTC e-procurement website [URL:- https://mmtc.eproc.in](https://mmtc.eproc.in) for online bidding process. For this, Bidder is required to obtain minimum Class III 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.eproc.in](https://mmtc.eproc.in) (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.eproc.in](https://mmtc.eproc.in) In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

**NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.**

**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.eproc.in](https://mmtc.eproc.in) and follow the directions. In this regard please go to "help desk: <https://mmtc.eproc.in> and refer FAQ for more details. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

For any assistance on e-bidding process, please contact 1) Pankaj Kumar Verma M No. 9910433177 email: [pankaj.verma@c1indi.com](mailto:pankaj.verma@c1indi.com) and 2) Mr. Nimesh Kant Bhadwaj, Technical Support Engineer – email id [nimesh.bhardwaj@c1india.com](mailto:nimesh.bhardwaj@c1india.com) , mobile phone +91-093105-27400 OR Mr. Mukesh Kumar , [mukesh.kumar@c1india.com](mailto:mukesh.kumar@c1india.com) , 9560833122.

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

Mandatory 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