



**MMTC LIMITED :: REGIONAL OFFICE**  
**CHENNAI HOUSE, 6, ESPLANADE, CHENNAI – 600 108.**  
(Registered Office at Core-1, "Scope Complex", 7 Institutional Area, Lodhi Road,  
New Delhi – 110 003)

**INVITES EXPRESSION OF INTEREST FOR EMPANELMENT OF SUPPLIERS FOR SUPPLY OF SUGAR FOR SUPPLY TO GOVT BODIES/PSUs OR ANY OTHER BUYERS OF MMTC**

EOI NO. MMTC/AGRO/CHN/EOI/2018-19/02 Dated: 15.10.2018  
**CLOSES ON 05-11-2018 AT 1500 HRS**

MMTC Limited , Chennai House, 6 Esplanade, Chennai-600108 (hereinafter called "**MMTC**") invites Expression of Interest (hereinafter called "**EOI**") for empanelment of Suppliers/Manufacturers/Whole Sale Dealers (hereinafter called "**SUPPLIERS**") of Sugar for supply to Govt. bodies / PSUs or any other buyers of MMTC. The details of the EOI are as follows:

**I. PRE-QUALIFICATION CRITERIA FOR SELECTION OF PROSPECTIVE SUPPLIERS:**

The interested parties who wish to be empanelled as prospective suppliers have to submit their applications as per **Annexure-I** along with the following documents / details in order to be qualified for the empanelment process:

1. The brief details of the company/Firm. Copy of Memorandum and Articles of Association of company, if applicable and Certificate of Incorporation in case of Company and partnership deed in case of Firm may be furnished.
2. Copy of PAN and GST Number issued by respective competent authorities.
3. The Supplier should be a Manufacturer / Trader / Supplier of Sugar wherever applicable.
4. The Supplier should have supplied sugar/other essential commodities to Government Departments/Government Organizations and should have at least three years of experience from the date of closing this EOI or 3 years of experience during the last three Financial Years (2014-15, 2015- 16 and 2016-17 (or) 2015-16, 2016-17 and 2017-18). In proof of supply, the applicant shall furnish certified copies of performance certificates specifying quantity from end users in support of their credentials.
5. Suppliers/Manufacturers/Whole Sale Dealers whoever may be, the suppliers are bound to mention the place from where the supply will be made.

6. The supplier should possess statutory licences from FSSAI, Inspector of Factories, PCB, Fire and Rescue services and local body etc., Photostat copy of such licences should be furnished.
7. The supplier should have reported an average annual turnover of atleast **Rs.32 crores** in the three financial years **either for the year 2014-15, 2015-16 and 2016-17 or 2015-16, 2016-17 and 2017-18.** The supplier should furnish audited Balance sheet, Profit and Loss account, cash flow statement and the Income-tax return for the last 3 financial years duly certified by the Auditor **either for the years 2014-2015, 2015-16 and 2016-17 or 2015-16, 2016-17 and 2017-18.** The supplier should produce a certificate obtained from the Auditor indicating the Current Ratio based on the last three financial years **either for the year 2014-15, 2015-16 and 2016-17 or 2015-16, 2016-17 and 2017-18** audited accounts.
8. This average annual turnover of Rs.32 Crores will vary depending upon the pre-qualification criteria stipulated in the respective tenders floated by Govt Departments/Govt Organizations/PSUs.
9. The supplier should have a sound working capital to carry out the supply order without interruptions and financial obstacles. They must produce the evidence to show that they have a required working capital to carry out activities (procuring, processing, transporting and supplying etc.,) as per the agreement to be entered into with MMTC and produce evidence in having sound working capital in proportion to the agreement value.
10. The supplier should submit an Affidavit duly Notarized as per **Annexure-II** to the effect that the supplier should not have been blacklisted either by MMTC/ Government Departments/ Organizations/other Government undertakings. Making wrong claims and not reporting the fact to the Tender Inviting Authority about blacklisting etc., will attract criminal action.
11. The supplier should be able to supply the desired quantity as per tendered quantity floated by the Government Departments/other State/Central Undertakings. The quality of the material should be strictly as per the specifications laid down in the tenders floated by the respective Government Departments/other State/Central Undertakings ably supported by all certifications/statutory compliances stipulated in the said tenders.
12. The supplier should have supplied not less than 4000 MTs of sugar or to the value of Rs.16 Crores of sugar/ Food commodities in one supply order in any of the last 3 financial years i.e., 2015-16, 2016-17 and 2017-18 to any Government /Quasi Government /any Government Institutions. Documentary evidence to that effect should be produced.

13. If the supplier is a sugar manufacturer, they should have supplied not less than 2000 MTs of sugar or to the value of Rs.8 Crores of sugar in one supply order in any of the last 3 financial years i.e., 2015-16, 2016-17 and 2017-18 to any Government /Quasi Government /any Government Institutions. Documentary evidence to that effect should be produced.
14. The supplier should have the required infrastructure in terms of sufficient machineries/ equipments, storage place / handling place, proper access /connectivity, competent manpower, packing and delivery systems, technical and processing capabilities for manufacturing, processing and supplying sugar. Only suppliers having the required infrastructure will become eligible for empanelment. The supplier should not enter into lease agreement with any of the firm which has been black listed by MMTC/ Government Departments / Organizations/ other Government undertakings. Any wrong claims and false information will attract criminal action.
15. The supplier should not supply Sugar that are produced and packed in the premises/packing units of any of the firms which have already been black listed by State Civil Supplies or by any Government Department / Government undertakings. The supplier is not permitted to use the address of the manufacturing /packing units/premises of the black listed firms in the bags in any manner. If any such instances are found later, the contract so awarded will be cancelled or terminated at any point of time.
16. Credit Worthiness Certificate issued by their bank.
17. The supplier shall also submit a satisfactory Credit Rating report issued by Dun & Bradstreet. Such report shall not be more than six month old as on the date of submission. In case the supplier is not having such Credit Rating report from the above agency, the supplier may request MMTC to obtain the same, charges for which will be to the account of the Supplier.
18. Identity proof bearing photographs and Signature of partners / Directors/Proprietor duly attested by their bank.
19. Authority letter duly signed by partners / Directors/Proprietor, authorizing the person to sign the documents on their behalf.
20. Full EOI application duly signed and stamped on each page by supplier or by authorized representative to be submitted.
21. The applicant has to submit a Demand Draft/Pay Order/RTGS/NEFT/Online Transfer for Rs. 20,000/- (Rupees Twenty thousand only) (Non refundable) in favour of MMTC LIMITED payable at Chennai towards cost associated with processing of EOI. The Bank details of MMTC are furnished below:

**State Bank of India,  
CAG Branch,  
IFSC Code SBIN0009999,  
A/c No.31188667865**

22. The above terms and conditions have to be complied by the applicant in totality. Incomplete applications will be summarily rejected.

### **III. SCOPE OF WORK:**

1. The selected suppliers will form part of MMTCs panel which will act as backup suppliers for MMTC. MMTC expects to regularly execute contracts of supply with its panel of suppliers. The empanelled suppliers will be required to strictly adhere to contractual product specifications, delivery parameters etc as per the requirements of tenders floated by Govt. bodies, State/Central PSUs or any other buyers of MMTC.
2. The supplier shall be responsible for procuring Sugar of required quantity/quality and for delivering at the processing premises.
3. The supplier shall be responsible for delivering the agreed quantity of Sugar in the new bale 50 Kg PP bags or the requisite packing to the designated godowns of buyers directly from the manufacturing/processing premises as per the delivery schedule given by MMTC.
4. The supplier shall be responsible for delivering the material of agreed contractual quality specifications.
5. The empanelled suppliers have to accept all the terms and conditions of the supplies to Government Departments / Organizations/ other Government undertakings or any other buyers of MMTC, on back to back basis in the manner required without any financial involvement on the part of MMTC.
6. The selected supplier(s) shall ensure compliance of all the State/ Central Government / statutory requirements / regulations / conventions / policies / guidelines / orders etc. in force related to any or all of the above activities.
7. In case the value of the contract exceeds Rs.20 crores, the successful supplier(s) will also be required to sign Integrity Pact. It will be assumed that successful suppliers have gone through the Integrity Pact and have no objection whatsoever in signing the contract.

### **IV. OTHER TERMS AND CONDITIONS:**

1. MMTC's trade margin will be **1%** of the transaction value of the supply.

2. MMTC will circulate the inquiry to the empanelled suppliers for quoting their competitive price and quantity offered on back to back supply thereby for supporting MMTC for their participation in the prospective tenders.
3. The empanelled Suppliers have to deposit the interest free EMD/ Security deposit/ non-refundable Transaction fee amount as per the requirement of the tenders of the Government Departments / Organizations/ other Government undertakings or any other buyer of MMTC along with the price quotation. The supplier shall also bear all the expenses/ bank charges, if any, incurred by MMTC in this regard.
4. Price Bids/quantity offered received from the empanelled suppliers without EMD/Security deposit would be rejected out rightly.
5. EMD/Security deposit of unsuccessful empanelled suppliers will be returned within three working days after receipt of the same from Government Departments / Organizations/ other Government undertakings.
6. The successful empanelled supplier will also have to submit Bank Guarantee issued by any Nationalized / Scheduled Bank equivalent to 20% of the awarded contract value as additional security to MMTC for performance of the contract to meet any consequential losses for any nonperformance. MMTC will return the Bank Guarantee only after successful completion of the awarded contract in all respects. The BG shall have to be renewed from time to time till the successful completion of the contract.
7. MMTC shall release payment to the supplier upto the extent received from the buyer of MMTC within two working days upon receipt and after deduction of MMTCs trade margin and other deductions (if any).
8. The suppliers can also be asked to furnish additional information/confirmation in connection with verification of documents/information submitted.

**GENERAL TERMS AND CONDITIONS:**

1. MMTC reserves the right to accept or reject any offer of Expression of Interest without assigning any reasons whatsoever.
2. Final selection of suppliers from the EOIs received shall be done at the discretion of MMTC and the decision of the MMTC shall be final and binding on all participating parties.
3. Suppliers empanelled by MMTC do not entail any commitment from MMTC for contracts during the validity of empanelment.
4. MMTC reserves the right to abandon any part or whole of the process without giving prior notice to prospective suppliers.

5. The terms mentioned in this EOI are only illustrative and not exhaustive. The empanelled suppliers will be required to enter into a separate contract as devised by MMTC to fully protect MMTCs interest and also the interest of prospective customers.
6. MMTC is not bound contractually or in any other way to any prospective supplier to this EOI. MMTC is also not liable for any cost or compensation incurred by the bidders to this EOI.
7. Validity of empanelment under this EOI shall be for duration of **two years** from the date of acceptance by MMTC, which may be renewed on basis of performance of the party, at the sole discretion of MMTC. Validity of EOI can also be terminated by MMTC at its sole discretion.
8. Ownership of EOI documents and information therein (all EOI documents) upon its submission shall be the property of MMTC on submission. Where the prospective supplier wants the information provided to be kept confidential as such disclosure would unreasonably affect suppliers business affairs, notice is to be given at the time of delivery of information or documents by making such information “confidential”. In so far as possible, MMTC will give effect to the prospective suppliers stated wishes and access to such information will be determined under provisions of RTI Act 2005.
9. Empanelment is only database. For each transaction due procedure according to the business drill to be adopted. The ultimate contract entered with the empanelled suppliers will be legally bound and applicable against respective parties.
10. Applications incomplete in any form or misstating the facts will be summarily rejected.
11. If at a later date, it is found that any Empanelled Supplier has given incorrect and misleading information/document(s), MMTC shall take suitable action including cancellation of contract, invocation of Performance Bank Guarantee etc.
12. Empanelled Supplier irrevocably undertake to indemnify MMTC and keep MMTC fully indemnified and harmless against all losses and damages or such liabilities for non supply of goods. Empanelled Supplier shall make good the loss to MMTC on demand. MMTC shall be fully entitled to deduct such amounts from payment to Empanelled Supplier.
13. The Empanelled Supplier(s) shall ensure compliance of all the Government regulations/conventions/policies/guidelines/orders etc in force related to any or all the above activities.

## 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 Chennai by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration shall be of Chennai only.

## SUBMISSION OF EXPRESSION OF INTEREST:

1. The EOI document can be downloaded from our Website [www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) or the Central Government E-Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) The same can also be obtained from Mr. P. Chelladurai, Deputy General Manager (Agro), (+91 9444025901) MMTC Limited, Chennai House, 6 Esplanade, Chennai – 600 108.
2. The EOI has to be submitted in the box kept at 2<sup>nd</sup> Floor, MMTC Limited, Chennai House, 6 Esplanade, Chennai – 600 108. **The EOI have to be submitted on or before 1500 Hrs on 05-11-2018.**
3. Any EOI received after the closing date and time will not be entertained.
4. EOI applications received by fax /e-mail / courier / post / internet will not be accepted. Only applications received in the tender box will be considered.

## SHORTLISTING OF SUPPLIERS:

1. **The EOI applications received will be opened on the same day i.e. 05-11-2018 at 1530 Hrs.** in the presence of the applicants or their authorized representatives. All the applicants or their authorized representatives to be present at the same time.
2. Applicants who qualify as empanelled suppliers of MMTC would be suitably informed after the evaluation process of empanelment is complete.
3. Any further Corrigendum/Addendum to the EOI shall be updated on MMTC's website only and no separate advertisement shall be published for the same.

**ANNEXURE-I**

**FORMAT TO BE FILLED BY PROSPECTIVE SUPPLIERS/MILLERS**

**PARTICULARS/CHECK-LIST**

**EOI NO. MMTC/AGRO/CHN/EOI/2018-19/02 Dated: 15.10.2018**

1.	Name and address of the Company/Firm	
2.	Name of Contact Person	
3.	Telephone No. Fax No. Email ID	
4.	PAN No.& GST No.	

<b>Supporting documents</b>	<b>Attached</b>	<b>Not Attached</b>	<b>Page No.</b>
1. Brief details of the Company/Firm - Clause I (1)			
2. Whether Photostat copy of PAN and GST number is attached - Clause I (2)			
3. Whether documentary evidence in proof of clause I (3) is enclosed?			
4. Whether documentary evidence in proof of clause I (4) is enclosed?			
5. Whether documentary evidence in proof of clause I (5) is enclosed?			
6. Whether letter mentioning the place of supply in proof of Clause I (6) is enclosed?			
7. Whether documentary evidence in proof of clause I (7) is enclosed?			
8. Whether documentary evidence in proof of clause I (8) is enclosed?			
9. Whether documentary evidence/certificate in proof of clause I (9) is enclosed?			
10. Whether Self Certificate as in Annexure-II in proof of clause I (10) is enclosed?			
11. Whether letter offering the supply of minimum quantity is enclosed?-Clause I (11)			
12. Whether documentary evidence in proof of clause I (12) is enclosed?			



13. Whether documentary evidence in proof of clause I (13) is enclosed?			
14. Whether documentary evidence in proof of clause I (14) is enclosed?			
15. Whether Self Certificate in proof of clause I (15) is enclosed?			
16. Whether Certificate issued by Bank in proof of clause I (16) is enclosed ?			
17. Whether Certificate issued by Dun & Bradstreet in proof of clause I (17) is enclosed ?			
18. Identity proof bearing photographs and signatures of Partners/ Directors/ Proprietor duly attested by bank is enclosed ? Clause I (18)			
19. Authority Letter duly signed by Partners is enclosed? Clause I (19)			
20. Full set of EOI application duly signed and stamped at each page Clause I (20)			
21. Proof of EOI processing fee of Rs.20,000/- is enclosed? Clause I (21)			

EOI NO. MMTC/AGRO/CHN/EOI/2018-19/02 Dated: 15-10-2018

**AFFIDAVIT**

I/We\_\_\_\_\_ do hereby confirm that our Firm/Company  
/Partnership or any other Firm in which the applicant is a Partner / proprietor has not been  
blacklisted/banned by the MMTC or by any Other Government Department/Government  
Undertaking.

Verified at-----on-----.

Date:

Signature of the Supplier

(Name of the Persons/Stamp)

(On Non judicial stamp paper of Rs.20 and duly notarized)

Dt. \_\_\_\_\_

**INTEGRITY PACT**

Between

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

And

**M/s.** \_\_\_\_\_ hereinafter referred to as “**The Vendor**”

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

1. The Vendor 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 Vendor 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 Vendor 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 Vendor will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Vendor 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 Vendor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor can prove that the exclusion of the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor**

1. MMTC will enter into agreements with identical conditions as this one with all Vendor without any exception.

2. MMTC will disqualify from the tender process all vendors who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Vendor**

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

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

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, MMTC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Vendor 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 Vendor 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.
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.

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(For & on behalf of **MMTC**)

.....  
For & on behalf of (\_\_\_\_\_)

Place : .....

Date : .....

Witness 1 : .....

Name :

Address :

Witness 2 : .....

Name :

Address :