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PAN NO.AAACM1433E

CIN L51909DL1963GOI004033

E-TENDER FOR IMPORT OF PULSES

E-TENDER NO. MMTC/PULSES/IMP/2015-16/05 Dated:7.8.2015

Closing At 1500 Hrs (IST) on 25.08.2015

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://eprocure.gov.in>



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

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Tender for Import of Pulses

E-Tender No: MMTC/PULSES/IMP/2015-16/05 Dated: 07.08.2015

Closing At 1500 Hrs (IST) on 25.08.2015

Terms & Conditions of Tender

1. Invitation for Bids:

MMTC Ltd., Core-1, Scope Complex, Lodhi Road, New Delhi – 110 003, India invites bids through e-procurement for import of Pulses on C&FFO 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.	Black Matpe (Urad) FAQ (Myanmar) or any other origin	2500 MTs (+/-2%) in containers at Buyer's option	Bidder to indicate origin	Prompt shipment (not later than 30.09.2015)	JNPT(Nhava Sheva)
2.	Black Matpe (Urad) FAQ (Myanmar) or any other origin	2500 MTs (+/-2%) in containers at Buyer's option			Chennai

*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

Black Matpe (Urad) FAQ (Myanmar) or any other origin (Latest crop of 2015) **fit for human consumption**

Foreign matter:	1.0% max. (of which not more than 0.25% by weight shall be mineral matter and not more than 0.1% by weight shall be impurities of animal origin)
Weeviled Seeds (Material should be free from live infestation)	1.0% max.

Damaged otherwise (including immature, shriveled, heated fungi and discoloured grain)and Brown Seeds:	5% max.
Other edible grains (sister beans)	3.0% max
Small Seeds (passing through 2.75% mm slotted sieve)	6.0% max.
Moisture	12.0% max.
Uric Acid	Not more than 100 mg per kg
<i>Mycotoxin including Aflatoxin not to exceed 0.03 milligrams per Kilogram. Radioactive contamination, if any within permissible international limits.</i>	

General

- i) 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.
- ii) 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.
- iii) Radioactive contamination, if any, within permissible international limits.
- iv) Mycotoxin including Aflatoxin not to exceed 0.03 milligrams per kilogram.

4. Price:

Prices for Black Matpe (Urad) FAQ (Myanmar) or any other origin to be quoted for supply in **US Dollars PMT** net delivered weight and quality on C&FFO basis for **JNPT(Nhava Sheva)/ Chennai port separately**. 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. MMTC 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

Black Matpe (Urad) FAQ should be offered in PP/Jute bags of 50 kg Nett in containers. 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)**".

6. Country of Origin:

Black Matpe (Urad) FAQ (Myanmar) or any other origin **latest crop 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

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.

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 31.08.2015.

8. Bid Bond:

- a) Bidder to submit a **Bid Bond** in the form of bank guarantee valid till 22nd September, 2015. Bid bond is to be furnished to MMTC before 1500 Hrs IST on 25.8.2015 in physical form, swift messages will not be accepted
- b) Bank Guarantee (on prescribed form as at “Annexure III” in US Dollars equivalent to 2% (**Two percent**) of the C&FFO 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.

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.
 - (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). Certificate issued by the authorized Govt. Agency that cargo is free from levels of radiation stipulated.
 - (6). 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
 - (7). Certificate of origin issued by Chamber of Commerce in Country of Origin.
 - (8). 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. Phytosanitary Certificate must contain the following clauses also in supply of respective Pulses (**see Anx.VI**):-

Black Matpe from Myanmar or any other origin : Free from Bean Bruchid, Free from Quarantine weeds seed as per schedule VIII of PQ order
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- (9.) Letters as per Clause 16(Fumigation)
- (10)Fumigation certificate certifying that the cargo has been fumigated in containers/ holds of the vessel prior to sailing.
- (11)Copy of Fax advising shipment particulars in accordance with **Clause 19** below.
- (12)Shipping Company or its Agent's certificate stating that the vessel is classified by an approved Classification Society as per Institute Classification Clauses and classified as Lloyds 100 A1 or its equivalent classification stating that the vessel is not more than 25 years old and is sea worthy. In case vessel is over 20 years of age, overage premium is to the account of seller and certified to be seaworthy as well (in case of Break Bulk C&F contracts only).
- (13)A certificate from the Master of Vessel certifying that the vessel has sailed on the date of issue of Bill of Lading (in case of Break Bulk C&F contracts only).

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 10 days after shipment**. However original documents should be received by MMTC **on or before arrival of Containers/ Ship at the discharge port**.

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.

Technical bid is to be uploaded on electronic made by 1500 Hrs IST on 25.08.2015.

Part B: Price Bid Price Bids are also to be submitted latest by 1500 hrs IST on 24.08.2015 through electronic mode

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 price bids, if any received in the tender shall be opened at 1600 **hrs. IST on same day i.e. 25.08.2015.** Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

- a) Each page/document must be signed by the Bidder.
- b) The Buyer reserves the exclusive right to increase, decrease or split the quantity tendered.
- c) 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.
- d) 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.
- e) 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
- 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 **2% 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 31st December, 2015. 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) 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 if the Seller –
 - a) Fails to supply the goods within the specified period.
 - 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.

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 with out 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.

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 A*" for FOB basis & "*Annexure V B*" for C&FFO basis.

20. Insurance

The Buyer will insure the goods. The Seller shall, latest **before 48 hours** of sailing of the vessel, inform The 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, mrcm@mmtclimited.com) and telephone no. (+91 11 24381441) 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. In case of Break Bulk Cargo on C&FFO Basis, please refer to Clause no. 5 of "**Annexure V B**"

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 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 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 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 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 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 delivery as per agreed delivery schedule the buyer is entitled to a rebate of US\$ 2.00 PMT per day subject to a maximum of one week. Rebate should be provided in the commercial invoice. Thereafter buyer will be free to take legal actions as deemed fit. In addition, Bid Guarantee/ Performance Guarantee will be invoked and forfeited.

25. Damages:

If the goods are not delivered within the contracted period of delivery, 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.

GENERAL MANAGER (AGRO)

**Tender No: MMTC/PULSES/IMP/2015-16/05
Price Bid (To be completed by foreign supplier)**

Name of the Bidder: _____
 Address: _____

 Contact Person: _____
 Tel No. _____ Fax No. _____
 Email address: _____

Name of the Item		Black Matpe (Urad) FAQ (Myanmar) or any other origin	
Quantity Offered (MTs)(Min 2500 MTs)		_____ MTs	
Origin (Port of Loading)			
_____ (MT)		_____ (MT)	
Price (In US Dollars PMT)			
	JNPT(Nhava Sheva)		Chennai
Name of Load Port			
Country of origin			
C&FFO Price			
Quantity(MT)			
Specify quality of cargo			

Name _____
 Designation _____
 Signature of the Bidder _____
 Seal of Company _____

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

Please specify qty and other details against each discharge port

S.No.	Item (Crop Year)	Country of Origin	Quantity of MT	Packing	Discharge port	Shipment Period offered
A						
B						

3.Specifications

Black Matpe (Urad) FAQ (Myanmar) or any other origin (Latest crop of 2015) fit for human consumption

Foreign matter:	1.0% max. (of which not more than 0.25% by weight shall be mineral matter and not more than 0.1% by weight shall be impurities of animal origin)
Weeviled Seeds (Material should be free from live infestation)	1.0% max.
Damaged otherwise (including immature, shriveled, heated fungi and discoloured grain)and Brown Seeds:	5% max.
Other edible grains (sister beans)	3.0% max
Small Seeds (passing through 2.75% mm slotted sieve)	6.0% max.
Moisture	12.0% max.
Uric Acid	Not more than 100 mg per kg
<i>Mycotoxin including Aflatoxin not to exceed 0.03 milligrams per Kilogram. Radioactive contamination, if any within permissible international limits.</i>	

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.

Signature of the Bidder _____

Full Name _____

Designation _____

Seal of Company _____

“Annexure III”

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 2% 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 21st September, 2015 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 offeror 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 -----, **2015** 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 effected 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 31st January, **2016**(Midnight).

FOR _____ BANK
ACCEPTED

Shipping terms for FOB Contracts (in case of Break Bulk Cargo)

1. The Chief Controller of Chartering, Ministry of Surface Transport, Govt. Of India (TRANSCHART) or buyer's nominee will charter suitable vessels on behalf of Buyer as charterers according to agreed shipment schedule and depending on conditions of port in India.
2. The Buyer shall have the option of +/-10 % shipping tolerance to accommodate the vessel's requirements and the Seller shall make available such quantity as demanded by owner/master of the vessel.
3. The Seller shall inform the Buyer immediately on placement of order the shipment schedule facilities/restrictions if any at port of loading including LOA, Beam, Draft etc., to enable Buyer to nominate suitable vessel(s).
4. The Buyer shall nominate the vessel and intimate the Seller by fax/e-mail at least 10 days before arrival at the loading Port indicating name, quantity to be loaded, Length, breadth and draft type of vessel and no of hatches/holds, etc.
5. The Seller to provide the stem confirmation/acceptance of nominated vessel within 24 hours of receipt of details of vessel from Buyers/TRANSCHART.
6. The Master of the vessel shall give 7 days approximate notice and 3 days definite notice of the arrival of the vessel at the loading port to the Seller.
7. The Seller shall declare the loading port while confirming/accepting the nomination of vessels. In case of any change same should not be later than 7 (seven) days prior to declared ETA of vessel.
8. Laytime to commence from 1300 hours on same day if NOR is tendered before noon (during normal office hours) and from 0800 hours next working day if tendered in the afternoon. NOR is tenderable WIBON, WICCON.
9. In case the seller fails to provide full quantity required for the nominated vessel, the Seller shall be liable for and shall pay to the Buyer equivalent dead freight and resultant demurrage.
10. The Sellers agree to load from one / two safe berths always accessible from the nominated port. In case two berths are used for loading, shifting expenses including bunker, tugs hire and crew overtime will be to vessel's account, but time used will count as lay time. However, vessel will be left in seaworthy stream to shift between berths/ports to Master's satisfaction at Seller's time and account. Cost of more than one shifting will be to Seller's account.
11. The Seller will load, stow and trim the vessel at their cost at the port of loading at the minimum rate of 1800 MT PWWD (otherwise the bidder to indicate loading rate at port of loading) of 24 consecutive hours, Saturdays afternoon, Sundays and holidays excepted unless used and if used actual time used to count unless the vessel is already on demurrage. Time shall not count between noon on Saturdays and 0800

hours on Mondays nor between 1700 hours on last working day preceding a legal holiday and 0800 hours on first working day thereafter.

12. In case the Seller fails to load at this rate then the Seller shall be liable for and shall pay the Buyer demurrage. Demurrage rate as per Charter Party but up to a maximum of US\$ 10,000 per day pro rata.
13. Dispatch to be half the demurrage rate and shall be paid by the Buyer to the Seller on WTS.
14. Dispatch/Demurrage will be settled within 60 days upon completion of discharge and upon receipt of Invoices with supporting documents by either party.
15. Port charges, quay charges and similar dues on ship for owners account. The Seller shall pay all dues and duties on the cargo/terminals in the country of origin/shipment.
16. Overtime at the port of loading shall be to the account of the Seller. Vessel officers'/crew's overtime to owner's account. Overtime if ordered by the port authorities, costs to be shared between Sellers and ship owners at the load port.

“Annexure V B”

Terms of Shipment On C&FFO Basis (in case of Break Bulk Cargo)

1. The Seller shall endeavor to ship the Pulses as far as possible in Indian flag vessels.
2. They shall nominate vessels at least 7 days prior to loading, giving all particulars of the vessel including:

Name of the vessel; ex-name(s) if any;

Classification

GRT/NRT/DWT

Holds/hatches

Type of vessel

Flag of vessel

Year & month of built/Age of vessel

Type, condition and capacity of gear/derricks/cranes

LOA Beam

Name of Charterer/ Disponent owners with full name & style

Details of P&I club for owners/charterers for cargo indemnity cover

current and validity of planned voyage

Hull insurance particulars and validity of cover

Particulars of performance of vessel's previous two voyages in the immediate past under same ownership and operation.

3. Loading to commence only after nomination has been accepted by Buyer. Only vessels suitable for carrying Pulses in bags shall be nominated. Vessel(s) should be of such length and beam as to permit their easy entry to East Coast & West Coast of Indian Ports/Docks.

4. Vessels chartered/used should be of highest Class equivalent to Lloyds 100-A1 and registered with an approved classification society mentioned in Institute Classification Clause.

5. Vessels used should be geared vessels with suitable grabs for discharge of Pulses in bulk.

6. Vessels shall not be over 25 years of age. In case 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 and the underlying Letter of Credit shall stipulate that the amount of OAP shall be deducted from the Invoice value. Sellers have the option of paying the OAP to the buyers within 7 days of receipt of invoice from Buyer, failing which penal interest at the rate of 20% p.a. shall be chargeable.

7. For the purposes of OAP, the rates fixed by Nationalised Insurance Companies shall be applicable.

8. Seller shall ensure that vessels fixed have full marine insurance cover for Hull and Machinery and P&I insurance with P&I club in the International Group of Clubs or in case of Chinese flag vessels, with China Ship Owners Mutual Insurance Brokers and Protection and Indemnity Club to the effect that on the date of fixture, the vessel possesses Hull and Machinery insurance and full P&I insurance cover liability of the owners and/or the charterers.

9. In any event, the Sellers must obtain a Certificate from the vessel owners and Charterer (if relevant) or their representative that the vessel owners and Charterers (if

relevant) undertake to continue the Hull and Machinery and P&I insurance unaltered until completion of the discharge at the final destination ports as per Charter party.

10. Charter Party should provide that the owners of the vessel shall not change the ownership and/or the name of the vessel till completion of the voyage and discharge of the cargo and that the vessel is not intended for break up till the voyage is completed and cargo discharged.

11. Ships on completion of loading at last port of loading shall sail directly for nominated port(s) in India. Combining/co-loading of Buyers cargo with any other cargo can be done with the prior approval of Buyer only.

12. All cargo loaded shall be in cargo holds. Part shipment, transshipment and Shipment on deck are prohibited.

13. Shifting time to the (i.e. first shifting) second berth in each port used to count as lay time.

14. After completion of loading at each port of loading (in case of more than one port of loading) within 24 hours, Sellers shall inform the Buyer by Email/fax, complete details of cargo loaded, date of commencement and completion of loading, Bill of Lading No. & date and Invoice value. It shall also contain the ETA at the next port of loading or at the discharge port.

15. Arrival draft of the vessel(s) should not exceed permissible limit for berthing at designated Indian ports. If arrival draft exceeds permitted draft at the nominated port as above, the responsibility of arranging lighter age and all lighter age expenses shall be Sellers/Ship's account.

16. Written Notice of Readiness to discharge/deliver cargo (NOR) can be tendered at the discharge port only after the vessel has arrived at the port of discharge, completed all port formalities and filed application for berthing, obtained free pratique, filed Customs and Import General Manifests, secured prior entry at Customs and is ready in all respects for discharging cargo, even if final entry has not been obtained. NOR is to be tendered to the Buyer's port office and its nominated agent signed by the Master and/or owner's agent.

17. Lay time at discharge port to commence 24 hrs. after tendering of valid NOR received in writing by fax or cable by the receiver.

18. NOR is to be tendered between 1000 hours and 1700 hours IST on weekdays excluding Sundays, Charter Party holidays, and local holidays and between 1000 hours and 1300 hours on Saturdays.

19. The cargo to be discharged at an average rate of 2500 MT for **JNPT(Nhava Sheva)**/ Mumbai) 3000 MT for Kolkata , and 2000 MTs (Loose Bulk Cargo) , 1500 MTs (Bagged Cargo-Break Bulk) for Chennai Port Per Weather Working Day (PWWD SAT PM SHEXIEU) of 24 consecutive hours based on minimum number of four hatches or prorata. Each hatch must have one gear/crane. Sundays and Holidays excepted, even if used. If detained longer, receiver to pay demurrage as per charter party, maximum upto USD 20,000/- per weather working day and on prorata for any part of the day. Dispatch money, if any, shall be paid by the Seller to Receiver at half the demurrage rate for all the time saved. Lay time at discharge port shall commence 24 hours after the notice of

readiness has been received in writing by Fax or cable by the receiver on all working days from Monday to Friday between 1000 hours to 1700 hours, provided Fax message was not garbled.

20. The Seller shall ensure that the goods are shipped on a vessel classed not lower than Lloyds 100 A1 or an equivalent class in the classification of any other recognized classification society. The nomination of the vessel shall be approved by the Buyer and the certificate of approval of vessel from the Buyer shall form the part of the documents required under the Letter of Credit to be established by the Buyer. The vessel shall not be over 15 years of age. A vessel over 15 years of age but not exceeding 25 years of age would be acceptable provided it has established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports. Proof of such advertised schedule should be dated prior to the date of shipment. In the event of vessel being over 15 years, overage insurance premium should be paid by the Seller as per Nationalised Insurance Companies. The vessel on its last voyage prior to shipbreaking will not be acceptable.

21. 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.

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

23. Time required for fumigation of hatches at discharge port by Methyl Bromide to be on receivers/buyers account and time to count (only in case of shipment from countries where fumigation by methyl Bromide is not allowed).

24. 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.

25. 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.

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 21o 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 21oC 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.

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 210 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 210 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 210 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 210 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 210 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.

INTEGRITY PACT

Between

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

And

.....(bidder)

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

Preamble

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

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

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

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

Section 1 – Commitments of MMTC

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
 - a) No employee of MMTC, personally or through family 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. He reports to the CMD, MMTC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word “**IEM**” would include both singular and plural.

Section 9 – Pact Duration

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

Section 10 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

.....

.....

(For & on behalf of MMTC)
(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) 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 and 2) Mr. Nimesh Kant Bhadwaj, Technical Support Engineer – email id nimesh.bhardwaj@c1india.com, mobile phone +91-093105-27400 OR Mr. Mukesh Kumar, mukesh.kumar@c1india.com, 9560833122.

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