



Core-1, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (INDIA)
Phone No. +91 11 24362200, 24360527, Fax +91 11 24364587

***E-TENDER INVITING BIDS FROM OVERSEAS BUYERS FOR
EXPORT OF INDIAN WHITE CRYSTAL SUGAR FROM INDIA ON FOB
BASIS***

**E-TENDER NO.MMTC/AGRO/EXP/SUGAR/2018-19/02
DATED 23th OCTOBER, 2018**

Closes on 31st October, 2018 at 1500 Hrs (IST)

E-Tender is available on MMTC e-procurement website
<https://mmtc.abcprocure.com>

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

www.mmtclimited.gov.in

&

<https://mmtc.abcprocure.com/EPROC/>



E-TENDER FOR EXPORT OF INDIAN WHITE CRYSTAL SUGAR

E-TENDER NO.MMTC/AGRO/EXP/SUGAR/2018-19/02

DATED 23rd October, 2018

CLOSING AT 1500 HRS IST ON

31st October, 2018

TERMS AND CONDITIONS OF TENDER

MMTC LIMITED INVITES BIDS FROM OVERSEAS BUYERS FOR PURCHASE OF 50,000 MTS (+/-5%) FIRM AND 50,000 MT (+/-5%) OPTIONAL OF INDIAN WHITE CRYSTAL SUGAR ON FOB BASIS FROM VISHAKHAPATNAM PORT OR TUTICORIN PORT (EAST COAST) OR KANDLA PORT OR MUMBAI PORT (WEST COAST), INDIA IN BREAK BULK VESSEL LOAD

The bids are invited from prospective overseas buyers for purchase of Indian Origin White Crystal Sugar (Crop Year: 2017-18) stored in the godown (s) of different Sugar Mills in India on FOB basis. The prospective Buyers are requested to submit their bid(s) as per the detailed terms and conditions of the Tender given below.

- (I) **COMMODITY:** Indian White Crystal Sugar (Crop Year: 2017-18)
- (II) **PACKING:** In 50 Kg PP Bags
- (III) **SPECIFICATIONS:**

Specifications	ISS Grade Sugar
ICUMSA	Below 150 units by method No.8
Polarisation	99.8 degree minimum
Grade	S-30
Moisture	0.05% maximum
Ash Content	0.01% maximum
Solubility	100% dry and free flowing
Granulation	Fine sparkling and crystal white

FIT FOR HUMAN CONSUMPTION

- (IV) **QUANTITY FOR EXPORT:** Bidder to quote maximum quantity of **50,000 MT (+/-5%) firm and 50,000 MT(+/-5%) Optional basis in break bulk vessel load** selecting one load port from Vishakhapatnam Port or Tuticorin Port (East Coast) or

Kandla Port or Mumbai Port (West Coast). **The bidder to quote for a minimum quantity of 35,000 MT (+/-5%).**

(V) SHIPMENT PERIOD:

FIRM QTY. 35-50,000 MT(+/- 5%) – 1st December'2018 to 31st January, 2019

OPTIONAL QTY. 35-50,000 MT (+/-5%) 1st January,2019 to 31st January,2019

(VI) PRICE: To be quoted in US\$ PMT FOB ST Vishakhapatnam Port/Tuticorin Port/Kandla Port/Mumbai Port packed in 50 kg. PP Bags in break bulk vessel load.

(VII) BID VALIDITY: Price Bids must remain valid up to 1700 hrs. Indian Standard Time (IST) on **13th November, 2018.**

(VIII) QUANTITY WEIGHT /QUALITY: Independent inspection agency nominated by the Buyer at Seller's (MMTC) cost shall inspect cargo at MMTC's nominated godowns and the nominated CHA of MMTC would move cargo for onward movement & loading into the Vessel. The same inspection agency will supervise the movement of cargo from MMTC's nominated godowns till loading into the vessel. The Inspection Report issued by same independent Agency for quality at MMTC's nominated godown and quantity at load port will be final and binding on both the parties.

The weight of the material would be calculated on GROSS FOR NETT BASIS.

Seller would provide 2% additional empty PP Bags with the shipment free of cost.

(IX) INSURANCE: Appropriate Insurance cover to be taken by Buyer at their cost. The buyer to provide details of insurance policy number and other relevant details before the cargo is loaded into the vessel.

(X) PAYMENT: Buyer shall open LC within 7 days from the date of issuance of Letter of Intent by MMTC. The LC should be irrevocable, operative and acceptable from prime/first class international bank. The L/C shall be payable at sight for 100% value allowing TT reimbursement within 5 working days against submission of following documents:

- A) Commercial Invoice in Quadruplicate.
- B) Full set of '**Clean shipped on Board**' Ocean Bill of Lading.
- C) Certificate of Origin issued by the concerned Indian Chamber of Commerce in Triplicate.
- D) Certificate of Weight and Quality issued by nominated Inspection Agency.
- E) Phytosanitary Certificate.
- F) Any other documents as per the destination requirements/contract terms and conditions.

All Banking charges in India to be for Seller's account and all Banking charges outside India are for Buyer's account.

(XI) BID BOND/EARNEST MONEY DEPOSIT

The offer shall be accompanied by a BID BOND in US Dollars, as per MMTC's standard format (**Annexure-I**) or Bank Draft for at least 5 % value of the total bid value. The Bid Bond must be valid for 30 days. In case of unsuccessful bidders, the BID BOND/EMD shall be returned. No interest would be paid for bid bond/EMD amount. Original Bid bond/Bank draft should be submitted to Seller (MMTC) on or before closing of the tender i.e. 1500 Hrs (IST) of **31st October, 2018**.

(XII) PERFORMANCE BANK GUARANTEE: The successful bidder is required to establish Performance Bank Guarantee (PBG) for 5% value of the contract within 5 working days from the date of issuance of LOI and upon acceptance of PBG the bid bond/Bank Draft amount will be returned (without any interest). The PBG should be valid and enforceable upto **28th February, 2019**. The PBG should be in the prescribed format (**Annexure-II**) from/ through scheduled bank in India and the PBG to be encashable at the counter of scheduled bank in India on first demand.

(XIII) SHIPPING TERMS:

1. Buyer shall nominate seaworthy vessels and intimate the following details of the vessel at least 15 days prior to its arrival at the load port:-
 - Name of the vessel; ex-name(s) if any
 - Classification – Lloyd's registered or equivalent.
 - 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 immediate past under same ownership and operation, if performed.Immediately on nomination of the vessel, the seller would check the details of the vessel and if same is found workable, the acceptance would be conveyed.
2. The buyer should ensure that the vessel(s) is nominated well within the contractual shipment period since the seller will not be in position to accept any extensions for the shipment period, to avoid resultant effects on subsequent Sugar export programme from the port.
3. Vessels nominated shall not be over 20 years of age. The vessels shall be dry and clean and fit for loading Sugar cargo duly certified by surveyor. The vessel nominated to be such that it can safely enter, berth, load and sail at all times from load port(s) to open sea. Co-mingling of other cargo is not permitted and vessel nominated shall exclusively load cargo of MMTC only.

4. Vessels nominated should be geared. In case gearless vessels is nominated Crane and Grab charges would be to buyer's account.
5. Buyer 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 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 owner and or the Charterers.
6. **Vessel to load at the average rate of 2500 MT (PWWD SHEXEIU) at all the Ports** or as per Charter Party, whichever is lower, per weather working day of 24 consecutive hours based on 5 workable hatches and 4 hooks being made available at the commencement of loading. If less than 5 workable hatches and 4 hooks are made available, load rate to be reduced pro-rata.
7. Written Notice of Readiness to load the cargo (NOR) can be tendered at the load port only after the vessel has arrived at the port of loading, completed required port formalities and filed application for berthing, obtained all necessary vessel related clearances including Customs clearance, secured prior entry at Customs, arrange vessel cleanliness certificate from the nominated surveyor and is ready in all respects for loading the cargo. Valid NOR duly signed by the Master and/or Vessel owner/Buyer's agent is to be tendered to the Seller's Head office/Branch Office and its nominated CHA agent at load port.
8. Vessel shall give 10 days arrival notice to Seller at their New Delhi office and other Regional offices of Seller (MMTC) and to MMTC's nominated CHA at concerned ports. Thereafter 7 days followed by 5, 3, & 2 days and lastly 24 hours firm notices in writing should be given.
9. At load port, all vessel related charges are to the account of ship-owners/Buyers.
10. Valid NOR is to be tendered between 1000 hours and 1700 hours IST on weekdays, between 1000 hours and 1200 hours on Saturdays. But excluding Sundays, Charter Party holidays, port holidays.
11. Commingling of any other cargo is not permitted and the full vessel must be planned for material under this tender.
12. Lay time to commence to count 24 hours after tendering valid NOR. In the event of 24 hours period ending between
 - (A) 1200 to 2400 hours on Saturday,
 - (B) Sunday/Charter Party Holidays/Port holidays.
 - (C) Between 1700 hours to 2400 hours on any working day,
The lay time to commence 0800 hours the next working day.
13. The time taken by the vessel to move from the anchorage point to the berth shall not be counted as part of the lay time. Similarly, in case vessel is required to shift from one berth to another berth, then the time taken in shifting will not be counted as lay time.
14. Arrival draft of the vessel should not exceed permissible limit for berthing at the port nominated by the buyer.

(XIV) DEMURRAGE/ DESPATCH RATE: Demurrage rate shall be as per Charter Party but shall not exceed US\$ 10,000 per day or pro rata. Despatch to be half rate of demurrage WTS. Demurrage/ dispatch to be settled by respective parties within 60 days of receipt of invoices and supporting documents Statement of Facts to be

signed by both parties or their agents and the Master of the vessel immediately upon completion of loading.

(XV) FORCE MAJEURE:

- i. Seller shall not be liable for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Seller's control including (but without limiting the generality of the foregoing) declared or undeclared war, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.
- ii. If by reason of any cause beyond the control of Seller there is any curtailment or suspension of supplies of the product then Seller shall be excused from the obligations to that extent and Seller shall not be bound to arrange supplies by way of purchase or otherwise additional quantities from other suppliers.
- iii. In so far as any of the above causes shall prevent Buyer from nominating and accepting any delivery under the Agreement, Buyer shall be excused from nomination and acceptance of such delivery.
- iv. If the operation of such conditions continue to exceeds three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- v. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.
- vi. A certificate issued by the appropriate Chamber of Commerce shall be regarded as sufficient proof of the existence/termination of the circumstances in question and of their duration.

(XVI) ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by Arbitration in accordance with the rules of the Indian Council of Arbitration, New Delhi. And the award made in pursuance thereof shall be binding on the parties. The venue for the Arbitration shall be New Delhi. New Delhi Court shall have jurisdiction and Indian laws will apply.

(XVII) SPECIAL CLAUSE

Seller would enter into contract/agreement solely on its own behalf and not on behalf of any other person or entity or Government of India. Seller has separate legal entity with powers and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. Seller would not be representative or delegate of the Government of India. Government of India would not be liable and under no obligations or rights for the performance of the Seller.

Export of Sugar would be made from the MMTC's designated godowns. In case of imposition of any ban or suspension by Govt. of India of export of Sugar, at any point of time, Seller would not be responsible for any default and Seller would have the right to invoke the Force Majeure clause at the time of any suspension/ban by Government of India.

(XVIII) OTHER TERMS & CONDITIONS:

The proposed export cargo of Sugar is from MMTC's stocks as per the specifications given at clause III and subject to policy of Govt. of India from time to time.

(XIX) GENERAL CONDITIONS:

1. Offers from bidders who have been blacklisted by Govt. of India/Govt. of India agencies are liable to be rejected.
2. Bids are to be made in the Price Bid format – **Annexure-III**
3. Bids incomplete or deficient in nature, received late and not accompanied by valid BID BOND are liable to be rejected. MMTC reserves the right to reject any bid without assigning any reasons. Bid received by fax/email shall not be entertained.
4. Bidders to certify as per Certificate - **Annexure-IV**, that the offer is in complete conformity with tender terms and conditions without any deviations, whatsoever. Bids with deviations are liable to be rejected.
5. MMTC reserves the rights to cancel the tender in totality without assigning any reason.

(XX) SUBMISSION OF BIDS & VALIDITY

The offers to be submitted under two Bid system i.e. **First Techno Commercial Bid** comprising of Quantity, Shipment period, D&B Report (not more than 12 months old as on date of submission of bid), details of Bid Bond and Integrity Pact etc.. The **Second Bid** i.e. **PRICE BID** should contain only the details of Price offered. The bids complete in all respects addressed to the Dy. General Manager(Agro), MMTC Limited, 7, Institutional Area, Core-I, SCOPE Complex, Lodhi Road, New Delhi-110-003 (India) must be submitted through our E-Tender Portal as per the Special Terms and Conditions for E-Tender contained in this Tender Document, **latest by 1500 hrs. Indian Time on 31st October, 2018. PLEASE NOTE THAT OFFERS SENT THROUGH SEALED COVER, FAX OR E-MAIL WILL NOT BE ACCEPTED.**

Copy of D&B report of the bidder (not more than 12 months old as on date of submission of bid) and Bid Bond in original can be submitted by post prior to opening of the bids.

Integrity Pact as per Annexure (V) (duly signed and sealed) **(if the bid amount is above Rs.20 crores**

The bids shall be opened at **1505 hrs. IST on 31st October, 2018** through E-Tender Portal. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

Offers should be submitted as per Bids format provided at Annexure-I, III, IV & V.

(XXI) ELIGIBILITY

1. D&B (Dun & Bradstreet) report of the bidder should not be more than 12 months old as on date of submission of bid. Please attach D&B report along with Bid. Bids without acceptable D&B report will not be considered.
2. The D&B report of the bidder needs to be of minimum ‘satisfactory’ or equivalent ratings.

SPECIAL TERMS & CONDITIONS FOR BIDS TO BE SUBMITTED IN ELECTRONIC MODE

Offers to be submitted online on MMTC’s e-procurement portal <https://mmtc.abcprocure.com> against the respective tender along with scanned copy of duly signed offer on letter head

For participating in the tender, Bidder is required to obtain Class III Digital Signature (meant for e-tendering) from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (www.cca.gov.in) for submission of their bids on MMTC’s e-procurement portal.

BIDDERS ARE REQUIRED TO REGISTER ON THE E-PROCUREMENT PORTAL URL:- <https://mmtc.abcprocure.com>. The bidder should have a valid User Id to access e-Procurement portal of MMTC.

1) For any technical issues difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk:

Vendor’s Queries	Contact Numbers	Mail ID
New Bidder Registration (Portal Registration), Vendor’s ID/ Profile Activation, Renewal of Vendor’s ID.	+91-(79)- 40016 866	info@abcProcure.com
	+91-(79)- 40016 840	
	+91-(79)- 40016 818	
Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)	+91-(79)- 40016 821	abhijeet@eptl.in
	+91 9265562826	
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 4027 0555	support@abcProcure.com
	+91-(79)- 4027 0564	
	+91-(79)- 4027 0569	

2) The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the licensed CA's are available on www.cca.gov.in wherein details have been mentioned.

3) The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/ e-auction portal of MMTC.

4) For minimum system requirements clients/bidders should be asked to refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0

5) Bidders shall be advised to print and save bid submission receipt on submission of bids.

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.

3 Original Bid Bond/Earnest Money in physical form should reach us on or before closing date and time of tender.

4 For more details about the Load Ports, you may visit their websites.

Tender No.MMTC/AGRO/EXP/SUGAR/2018-19/02

Tender for Export of Sugar

BID BOND PROFORMA

(To be executed by any First Class International Bank and issued by their Correspondent Bank in India and encashable at the counter of any Indian Schedule Bank)

MMTC Limited
Core 1, Scope Complex,
7 Institutional Area,
Lodhi Road,
New Delhi-110 003

Dear Sirs,

WHEREAS M/s _____(Bidder) has offered to purchase a quantity of _____MT of SUGAR from MMTC Limited, hereinafter referred to as “MMTC “ and the Bidder is required to submit a Bid Bond value of which is 5% of the value of the total BID 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 the amount of US\$ _____, in case the Bidder 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 Bidder. Any such demand in writing made by MMTC shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. On receiving the demand from MMTC 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 **31st December, 2018** at New Delhi.

Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ _____(US Dollar _____ only) and it will remain in force upto **31st December, 2018** in India till midnight unless a claim under the Guarantee is filed against us on or before midnight in India till, **31st December, 2018** all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities thereunder. 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 Bidder and any change in the constitution of said Bidder/MMTC.

DATED:

FOR

PLACE:

BANK

N.B. : Bid bond to be furnished in US\$ only. Bid bond in Indian Rupees will not be accepted.

Tender No.MMTC/AGRO/EXP/SUGAR/2018-19/02

Tender for Export of Sugar

PERFORMANCE GUARANTEE Format

(To be executed by any first class International Bank and issued by their correspondent Bank in India and encashable at the counter of any Indian Bank)

PERFORMANCE BANK GUARANTEE

Bank Guarantee No. dated

MMTC Limited
Core 1, Scope Complex,
7 Institutional Area,
Lodhi Road,
New Delhi-110 003 (INDIA)

Dear Sirs,

1. WHEREAS, MMTC Limited having its registered office at Core- 1, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi -110 003 India and one of its office at (hereinafter called ‘the MMTC’) have entered into Contract No. Dated (hereinafter called ‘the Contract’) for with M/s. (name) address (hereinafter called the ‘XX’)
2. AND WHEAREAS the ‘XX’ under the CONTRACT is required to furnish a Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of USD
3. AND WHEREAS at the request of the ‘XX’ we, Bank, (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand upto and not exceeding the sum of USD Payable by the ‘XX’ in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the ‘XX’ has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We, Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of USD only without any demur, delay, protest and without any reference or recourse to the ‘XX’ notwithstanding any dispute raised by ‘XX’ in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Bank Guarantee
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to USD **Our Guarantee shall remain in force until(date).**

6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before(expiry date).
7. Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This guarantee comes into force forthwith.....
9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said, 'XX' from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said M/s XX.
10. The liability of the Bank under this Guarantee shall be discharged on receipt of US\$ only by MMTC.
11. We..... (Bank) lastly undertake not to revoke this guarantee during its currency except with previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said "XX".
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS _____ DATE OF _____ 2018

**Yours faithfully,
For and on behalf of
_____ Bank**

(Address)

(Banker's Seal)

Tender No.MMTC/AGRO/EXP/SUGAR/2018-19/02

PRICE BID

(To be completed by bidder)

A. Name of Bidder: _____

Address: _____

Tel No. _____ Fax _____ E.Mail _____

Contact Person: _____

DETAILS OF BID BOND/BANK DRAFT:

Bid Bond No./Bank Draft	Date	Issuing Bank/ Drawn on	Amount (US\$)

B. Qty.: In MTs.

Price : In US\$ PMT on FOB ST basis in Bags in break bulk vessel load basis.

Shipment period	Qty. (MT) Tolerance (+/-5%)	Vishakhapatnam Port Price (US\$/PMT)	Tuticorin Port Price (US\$/PMT)	Kandla Port Price (US\$/PMT)	Mumbai Port price (US\$/PMT)
FIRM OFFER 1st December,2018 – 31 st January 2019					
OPTIONAL OFFER 1 st January-31 st January 2019					

C. Name of three inspection agencies/Surveyors recommended by Buyer for appointment by Seller:

1. ----- or
2. ----- or
3. -----

**Name & Signature of the Bidder
With seal of Designation**

ANNEXURE-IV

Tender No.MMTC/AGRO/EXP/SUGAR/2018-19/02

CERTIFICATE

Certified that the bid(s) is in total conformity with tender terms and conditions without any deviation, whatsoever and we are not blacklisted by Govt.of India or Govt. of India agencies.

Signature of the Bidder_____

Full Name of Authorized Representative_____

Designation_____

Company Seal

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,SCOPEComplex,
7,InstitutionalArea,
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

MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:

No employee of MMTC, personally or through family member(s), 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.

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 B Buyer(s)/Vendor(s)/Bidder(s) any confidential/additional information through which the Buyer(s)/Vendor(s)/Bidder(s) could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.

MMTC will exclude from the process all known prejudiced persons.

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)

The Buyer(s)/Vendor(s)/Bidder(s) commit 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.

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.

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 bidding process.

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.

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.

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.

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(s)/vendor(s)/bidder(s) 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.

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.

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.

A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

If MMTC has disqualified the Buyer(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor, liquidated damages equivalent to 5% of the Contract value or the amount equivalent to EMD whichever is higher.

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

Section 5 – Previous transgression

The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 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.

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)

MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.

MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, Should the occasion arise, submit proposals for correcting problematic situations.

7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word “**IEM**” would include both singular and plural.

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

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(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