

E-TENDER DOCUMENT

E-Tender: MMTC/DRO/JPD/2024-25/001

Dated:19th April ,2024



MMTC LIMITED

DRO CELL

Core-1, Scope Complex,

Lodi Road, New Delhi - 110003

For

Sale of Antique Silver Jewellery/Platinum Jewellery (925Fineness) and Studded Gold Jewellery through E-Tender

Quantity: 22964.691 Gram Silver studded Jewellery, 521.45 Gram Platinum Jewellery and 115.81 Grams Studded Gold Jewellery

Vaulting Location: MMTC Limited, Delhi Regional Office,
F-8-11, Flatted Factories Complex, Jhandewalan,
New Delhi



A Govt. of India Enterprise

Corporate office: Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi, 110 003, India

Tel. NO. 011-24362200, CIN NO: L51909DL1963GOI004033

Regional Office: Delhi Regional Office, F-8-11, Flatted Factories Complex, Jhandewalan, New Delhi - 110055

E-Tender #MMTC/DRO/JPD/2024-25/001

Dated: 19th April '2024

Contents

A. Confidentiality Statement:

"The information contained in this document, all portions thereof, including, but not limited to, any copyright, other intellectual data of this document at all times shall remain the sole property of MMTC Limited.

The title and full ownership rights in the information contained herein and all portions thereof are reserved to and at all times shall remain with MMTC Limited.

The applicant participating in this E- Tender for purchase of old Plain and Studded Silver ,Gold and Platinum jewellery is required to take utmost care in protecting the proprietary and confidential nature of the information contained herein."

B. Acronyms and Abbreviations

List of Abbreviations

Abbreviation	Description
CIP	Carriage and Insurance Paid to
CO	Corporate Office
DSC	Digital Signature Certificate
E-Mail	Electronic Mail
EMD	Earnest Money Deposit
EOI	Expression of Interest
GST	Goods and services tax
H1	Highest Bidder
IFSC	Indian Financial system code
INR	Indian Rupee
KYC	Know your customer
LoI	Letter of Intent
MMTC	MMTC LIMITED
MoA	Memorandum of Association
NABL	National Accreditation Board for Testing and Calibration Laboratories
NEFT	National electronic Fund transfer
NIC	National Informatics centre
PAN	Permanent Account Number
RA	Registration Authority
RBI	Reserve Bank of India
RO	Regional office
RTGS	Real Time Gross settlement

1.0 Purpose/Objective of Document

- 1.1 MMTC invites applications from bidders for sale/ e-Tendering of its old Plain and Plain/Studded Silver(925fineness), Gold(18K) and Platinum jewellery (925fineness) subject to terms and conditions annexed hereto and as per schedule of program given at **clause2 (Part A)**.
- 1.2 This document gives details of the terms and conditions for the E-Tender of MMTC's sale of old Plain and Studded Silver, Gold and Platinum jewellery All the bidders are required to submit the required documents mentioned at *clause 8 (Part A)* and submit EMD before bidding.

2.0 ABOUT MMTC

- 2.1 MMTC is a Government of India enterprise. MMTC is engaged in trading of commodities.

3.0 BACKGROUND

MMTC is having old Plain and Studded Silver, Gold and Platinum jewellery items which are of old and antique designs, few of which are slightly damaged due to handling and storage. MMTC intends to sell these old Plain and Studded Silver , Gold and Platinum jewellery items through e-Tender to eligible bidders.

PART- A

1. MMTC Limited, proposes to sell Old Plain and Studded Silver , Gold and Platinum Jewellery (925fineness) on “As is where is basis”, “No complaint basis”, “No claim basis on any account”, “No segregation basis” and also on “Ex-Location basis” through e-Tender, subject to terms and conditions explained below:

2. Schedule of program:

S. No.	Description	Detailed Information
i.	Reference Number , Uploading and Publication date	MMTC/DRO/JPD/2024-25/001 Dated: 19-04- 2024
ii.	Date & Venue of Inspection	From 19thApril 2024 to 8th May'2024 only , Time : 1100 Hours to 1600 hours on prior appointment from below contact person at address: MMTC Limited Delhi Regional Office, Jewellery Division, F-8-11, Flatted Factories Complex, Jhandewalan, Rani Jhansi Road, New Delhi – 110055 Contact Person: 1) Mr. Nitya Nand Sinha, Sr. Manager; Ph- +91-9958894771
iii.	Eligibility Criteria	Jewellers/Bullion Dealers/Traders/ Jewellery Exporter subject to terms and conditions mentioned at Clause 2 (Part B) – “Terms & Conditions For Participation”.
iv.	Bid submission start date	19-04-2024
v.	Submission of EMD in designated bank account	Before Last Bidding submission date : Last date: 06-05-2024
vi.	Bid submission end date	8 th May 2024 ,16 :00 PM
vii.	Technical Bid opening date	9 th May , 2024, 15:00 PM

Notes:

- **The price bid shall be opened only for bidders qualified in technical bids and the eligible bidders shall be informed separately for the date of opening**
- **Your bid offer during bidding should be for Price of old Plain and Studded Silver, Gold and Platinum jewellery on per Grams basis (Exclusive of GST and TCS).**
- **The Bids offered by the Bidder shall be on ex-location basis.**
- **Sale through E-Tender will be on “As is where is basis”, “No complaint basis”, “No claim basis on any account”, “No segregation basis” and also on “Ex-Location basis”.**
- **Statutory levies like Goods & Service Tax(GST) and Tax Collection at Source (TCS) shall be levied as per the prevailing rates at the time of taking delivery.**
- **The jewellery items available for sale shall be available for physical inspection to eligible Bidders. Bidders may fix prior appointment with MMTC Limited, Delhi Regional Office (Refer Clause 2(ii)of Part A).**

- **Bidders will not be allowed to lift the material less than the lot qty.**
- **Bidders may bid for any one lot or all lots. The H1 bidder will be decided LOT wise only and submission of EMD of particular LOT/LOTS**

3. Online Tender Platform And Services Provider Details:

3.1 M/s. e-Procurement Technologies Limited is an authorized service provider e-services (e-tenders & e-Tenders) for MMTC LIMITED, New Delhi, through its portal <https://mmtc.abcprocure.com>.

3.2 For queries on e-Portal (<https://mmtc.abcprocure.com>) and for any technical assistance regarding registration / submission of bids, bidders shall be advised to get in touch with the service provider's Help Desk mentioning the tender name and number :-

Level	For Support to the Bidders		
	Name	Email ID	Contract No.
1	Hiral Purohit	hiral.purohit@eptl.in	6352631968
2	Mubassera Mansuri	mubassera@eptl.in	7859800621
3	Fahad Khan	fahad@eptl.in	6352631766

The tender document should include the following terms and conditions to be followed by clients/bidders for participating in e-tender/e-Tender.

- a. 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 License CA's are available on www.cca.gov.in wherein the details have been mentioned.
- b. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-Tender portal of MMTC.
- c. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
- d. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Tender successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
- e. Bidders are advised to print and save bid submission receipt on submission of bids.
- f. **SUBMISSION OF TENDER E- mode** :The bidders shall submit the tender in E-mode only. Self certified scanned documents in technical bid documents are required to be furnished/uploaded through e-mode in the TECHNICAL BID.
- g. The Financial bid shall also be submitted in the prescribed format in the e-mode only.

4. Contact Officials of MMTC

S.No	Name (Mr/Ms)	Email	Contact Nos.	Services
1	Nitya Nand Sinha (Sr. Manager)	nsinha@mmtclimited.com	+91-9958894771	For any queries related to, Inspection of item , E-Tender document queries

5. PRODUCT DETAILS AND VAULTING LOCATION

S.No	Vaulting Location	Description of Silver and Platinum	Quantity	Quality (Purity Description)
LOT 1	MMTC Limited, Delhi Regional Office, F-8-11, Flatted Factories Complex, Jhandewalan, New Delhi - 110055	Silver Jewellery Plain and studded both	22964.691 Grams	22K/925 fineness
LOT 2	MMTC Limited, Delhi Regional Office F-8-11, Flatted Factories Complex, Jhandewalan, New Delhi -55	Plain Platinum Jewellery	521.45 Grams	22K fineness
LOT 3	Same as above	Gold Jewellery	115.81 Gms	18 K

6. E-TENDER LOT SIZES Reserve Price and Required EMD:

NOTE :Bidders may bid for any one lot or all lots. The H1 bidder(above Reserve price) will be decided LOT wise only and basis submission of EMD

LOT NOS	LOT Description	UOM	Lot Size (Grams)	Purity	Reserve Price in Rs. for declared Purity	EMD (In Rs)
Lot 1	Silver Jewellery (Plain and studded Mix)	Grams	22964.691	.925	Rs 2260850/-	Rs. 225000/-
Lot 2	Plain Platinum Jewellery	Grams	521.45	22 K	Rs 1739700/-	Rs. 175000/-
Lot 3	Gold Studded Jewellery	Grams	115.81	22 K	Rs.763100/-	Rs. 80000/-

of particular LOT/LOTS.

7. BANK ACCOUNT DETAILS OF MMTC

S. No	Item	Description
1	Amount	Lot-wise EMD / collective EMD in case of participation in multiple lot.
2	In favour Of	M/S MMTC Limited
3	Mode of Payment	NEFT/RTGS
4	Bank Name	State Bank of India
5	Branch Name	SBI, CAG Branch
6	Account Number	10813608397
7	IFSC Code	SBIN0017313

8. Document To Be Submitted To MMTC For Participation in the E-Tender

- a. Technical Bid: Documents to be submitted by *Last date of tender online*.
 - i. KYC Form
 - ii. Annexure A : Declaration
 - iii. Annexure B : Conflict of interest/Blacklisting declaration Form
 - iv. Annexure C : ACCEPTANCE & DECLARATION to MMTC
 - v. Annexure- D: Bidder's Lot wise EMD details for participating in e-Tender
- b. Price Bid:
- c. Post Bid: Documents to be submitted by Highest Bidder (H1) before taking delivery:
 - i. Integrity Pact- Annexure 1
 - ii. Authorization Letter for taking Delivery- Annexure 2.
 - iii. Undertaking for movement of Silver, Gold and Platinum Jewellery to the registered place of business-Annexure 3.
 - iv. Proforma for no near relative(s) of the tenderer working in the MMTC -Annexure 4

PART B

TERMS & CONDITIONS OF THE ONLINE TENDER (e-Tender)

1. Definitions

- 1.1. **SELLER:** Seller referred in this document, is MMTC Limited (MMTC).
- 1.2. **CUSTODIAN** – The material is vaulted with MMTC Limited, Delhi Regional Office, New Delhi “As is where is basis”, “No complaint basis”, “No claim basis on any account”, “No segregation basis” and also on “Ex-Location basis” until the successful bidder collects the Old Plain and Studded Silver and Platinum Jewellery.
- 1.3. **SERVICE PROVIDER:** An e-Tender service provider appointed by the seller to facilitate E-Tender by the seller. Service provider will only facilitate online Tender and are considered as third party not particularly interested in the item/s being sold on behalf of seller. For this E-Tender Service provider will be **M/s. e-Procurement Technologies Limited**.
- 1.4. **BIDDER**–Jewellers/BullionDealers/Traders/Exporters who has completed qualified technical bid and paying the requisite EMD and registered at Service Provider and who makes or places a bid for and purchases the Tender property either in part or in full is considered as a bidder. One individual can represent as a bidder on his/her company’s behalf duly authorized by company proprietor/Director/Board for participation.
- 1.5. **Tender Committee:-** A Committee constituted by MMTC for Tender
- 1.6. **Base Price:** Base Price is the minimum price for sale of tender property. This price shall be used for calculation of EMD and it will also be the bid start rate for respective lots.
- 1.7. **Earnest Money Deposit (EMD):**The Bidder will have to deposit Earnest Money Deposit (EMD) for each lot as per declared base price in the e-Tender.
- 1.8. **Bid:** The bidder(s) have to quote the rate per Grams (purity specified in the lot) available for e-Tender.
- 1.9. **Bidding Currency:** Bidding will be conducted in Indian Rupees (INR) only.
- 1.10. **H1 Price:** It is the highest value placed in the bid.
- 1.11. **Successful Bidder:** At the end of the E-Tender, MMTC will decide upon the winner based on the highest bid placed for the lot and subsequent acceptance of MMTC. The decision of MMTC will be final & binding on all the bidders.

2. Terms And Condition For Participation

- 2.1. **Digital Certificate:** It is mandatory for all the bidders to have class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid) from certifying authority of India as per the IT Act, 2000 to participate in e-tendering / e-Tender of MMTC e-Portal.
- 2.2. The bidders willing to participate in the e-Tender should have registered on <https://mmtc.abcprocure.com> and have to map their Class III Digital Signature Certificate (DSC) before starting the e-Tender process. The detail of helpdesk officials of M/s e-procurement Technologies Limited made available in this e-Tender document. Refer **Clause 3 (Part A)**

- 2.3. **Submission of EMD:-** Bidders willing to participate in e-Tender, shall have to deposit Earnest Money Deposit (EMD) as per terms mentioned at clause 3 (Part B) and as per Payment Procedure of Tender items mentioned at clause 5 (Part A) through e-Payment Mode to MMTC and bank details made available under **clause7 (Part A)**.
- 2.4. Bidder has to submit the required document as mentioned at **Clause 8 (Part A)** for participating in this E-Tender subject to submission of requisite EMD .
- 2.5. On payment of EMD, seller/Service Provider needs to activate the userid to enter into the E-Tender portal. Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password. Confidentiality and security of the user account details is sole responsibility of the bidder.
- 2.6. Service provider shall arrange to train the nominated person(s) of the bidder about Forward E-Tender. Bidders have to contact service provider for training (contact details mentioned at **clause3 of Part A**).
- 2.7. MMTC LIMITED shall not have any liability to bidder for any interruption or delay in access to the site irrespective of the cause.

3. Earnest Money

- 3.1. The EMD amount shall be indicated against each lot. (given at Clause 6 Part A)
- 3.2. Bidders willing to participate in the Tender shall be required to submit EMD in designated bank account(through e-payment mode)and submit bank acknowledgment before submitting price bid at **nsinha@mmtclimited.com**.
- 3.3. During Tender, for any clarification the participant may contact M/s E-procurement Technologies Limited, as per details given at clause 3 (Part A).
- 3.4. In case of successful bidder, EMD amount shall be adjusted against final invoice. Successful bidder has to pay the balance amount i.e., full value of the material including statutory levies/ taxes etc. within five working days from the date of **receipt of LOI** by way of e-payment mode in MMTC's designated bank account.
- 3.5. The refund of EMD Amount in case of unsuccessful bidders would be done not later than 15 working days after Tender process award is completed.
- 3.6. In case the successful bidder fails to pay the balance amount within Five working days from the date of receipt of LOI, MMTC reserves the right to forfeited EMD and MMTC's acceptance of bid.
- 3.7. In the event of failure on the part of the successful bidder to fulfil his contractual obligations, MMTC reserves the right to blacklist such bidders from participating in any future Tender.

4. Bidding Terms And Conditions

- 4.1. Base price declared by MMTC will be Bid Start Rate (BSR) which is given in tender document and H1 will be decided not below this base price .
- 4.2. Bid Process
 - a. The Technical Bid shall be evaluated as follows:
 - i. EMD deposit

- ii. Submission of all the requisite letter, undertaking, declarations and/or other information as per technical bid document.
 - b. The price bid only of the qualified/successful bidders of technical bid shall be opened.
 - c. **Bidders may bid for any of the lot individually or all lots. The H1 bidder will be considered whose bid are above base price and will be decided LOT wise only and if submission of EMD of that particular LOT/LOTS.**
 - d. The bidder quoted highest price in the eligible price bid shall be considered as the successful bidder. Bid to the H-1 **Bidder shall be awarded and LOI be issued only after the same is approved by the competent authority of MMTC.**
- 4.3. The bids will be taken as an offer to purchase the Lot of Silver ,gold and Platinum on terms & conditions mentioned herewith. Bids once made by a Bidder, cannot be cancelled / withdrawn by the Bidder and the Bidder shall be bound by the bid quoted, failing which the Earnest Money will be forfeited.
- 4.4. Bids placed/Rates offered are for the basic price only and are exclusive of all applicable taxes. Taxes like GST and any other applicable statutory taxes will be in addition to final bid price.
- 4.5. The Bidder must read the terms and conditions of the e-Tender very carefully before participating in bidding process.
- 4.6. Submission of Bids:
- a. Technical and Price Bids shall be submitted either through online bidding portal.
 - b. During Tender, if no bid is received within the specified time or bid is cancelled MMTC, at its own discretion, may decide to re-invite the bid / scrap the e-Tender process / proceed with conventional mode of Tendering.
- 4.7. **Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the EMD. The highest and the latest bid on the Tender shall supersede all the previous bids of the bidder.
- 4.8. Bid shall be considered valid till 90 days after the closing date of the tender.
- 4.9. It is the sole discretion of MMTC to select or reject the bid without assigning any reason thereof.

5. Payment Procedure

- 5.1. All payments should be made through e-Payment mode in MMTC's designated bank account. **Refer Clause7 (Part A).**
- 5.2. H1 Bidders shall have to deposit payment in full (i.e. 100% value of the material plus applicable (taxes and duties) within 5(five) working days from the date of LOI (email confirmation of acceptance of offer) for issuing the delivery order.
- 5.3. Bids placed/Rates offered are for the basic price only and are exclusive of all applicable taxes. Taxes like GST, TCS and any other applicable statutory taxes will be in addition to the basic price and will be added at rates applicable at the time of delivery.

6. Delivery Procedure:

- 6.1. On receipt of full sale value and applicable taxes etc., MMTC will issue final delivery order to the successful bidder(s) thereby enabling him to lift the materials within a period of Five (5) Working days from date receipt of full payment.
- 6.2. The successful bidder has to take delivery of old Plain and Studded Silver, Gold and Platinum jewellery directly from vaulting location, as specified in the document.
- 6.3. Lifting of old jewellery will be allowed only between 10:30 A.M. to 4:30 P.M. on working days of vault operation. Successful bidders shall be required to lift the old jewellery within the time limit permitted by the MMTC Limited. Successful bidders should ensure that the material lifting is as per the seller's instructions. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of EMD.
- 6.4. In case the custodian of the jewellery is unable to deliver the goods within the specified time due to unforeseen reasons, then the custodian of the jewellery shall grant suitable extension of delivery period to the Successful bidder(s) without any penalties till the expiry of such extended period. In such eventuality, however, the Successful bidder(s) shall not be entitled to claim any compensation for such delay.
- 6.5. While taking delivery of the jewellery, it will be at the discretion of the MMTC or its authorized representative to direct the manner / order in which the materials or lots shall be removed. Items offered for sale in lot shall be delivered / lifted completely as per lot size specified under specific lots mentioned in delivery challan.
- 6.6. Purity & Weight: MMTC shall not entertain any dispute/ claim regarding quality, purity and weight ..
- 6.7. All the statutory taxes, logistics charges, insurance and other charges to be borne by Successful bidder (H1).
- 6.8. In case successful bidder does not take delivery within 2 working days of issuance of delivery order, seller reserves its rights to impose penalties/forfeiture of EMD.

7. General Terms and Conditions

- 7.1. Purity and weight as **declared by MMTC will be final** and MMTC shall not be responsible for any dispute arising out of purity and weight after delivery of the jewellery to successful bidders. The sale shall be on **"AS IS WHEREISBASIS", "NO COMPLAINT BASIS", "NO CLAIM BASIS ON ANY ACCOUNT", "NO SEGREGATION BASIS"** and **"EX-LOCATION BASIS"**.
- 7.2. MMTC reserves the right to issue corrigendum/addendum to this tender at any time during the tender and the last date of submission of bid for tender shall be as per the latest issuance to this tender. All such issuance shall be published only on the website.
- 7.3. It is the sole discretion of MMTC to select or reject the bid without assigning any reason thereof. MMTC reserves right for refusal at any moment of E-Tender process, without assigning any reason to the bidder and decision of MMTC shall be final and binding on all successful bidders.
- 7.4. Participation and bidding in this Tender shall be treated as conclusive evidence of the fact that the bidder is satisfied in all respects regarding quantity, quality, condition of the Tender property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the successful bidder(s) beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions

of Tender including the amendments if any, prevailing at the time of Tender. Seller and Service Provider will not entertain warranty or guarantee of the quality, quantity, measurement, condition and about any complaints or objections once Bid is placed.

- 7.5. The Successful bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept/ reject/ cancel any bid, withdraw any portion of the e-Tender Property at any stage from e-Tender even after acceptance of bid/ issue of delivery order or release order/ deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, SELLER shall refund the value of Tender Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.
- 7.6. In case of any Holiday / Gazetted holiday the above schedule will be shifted to next working day.
- 7.7. MMTC reserves the right to modify/ amend the terms and conditions and intimate the same prior to commencement of e-Tender or while the Tender is in progress.
- 7.8. EMD shall be in a lump sum deposit as per **Annexure-D** and shall not carry any interest.
- 7.9. **CASH / DD / Cheque WILL NOT BE ACCEPTED.**

8. Disclaimer

- 8.1. MMTC at its absolute discretion may choose to abandon the E-Tender either in part or in whole without giving prior notice to the prospective bidder.
- 8.2. MMTC reserves the right to accept or reject any bid, and to annul the registration process and reject proposal at any time prior to empanelment, without thereby incurring any liability to the affected applicant or any obligation to inform the affected applicant of the grounds for action taken by MMTC.
- 8.3. MMTC makes no commitments, express or implied that this process will result in a business transaction with anyone.
- 8.4. MMTC is not bound contractually or in any way to any of the applicant to this E-Tender. MMTC is not liable for any costs or compensation incurred by the bidders in relation to the consideration of this E-Tender.

9. Fraud Prevention Policy

- 1) **Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):**

The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/provisions as laid down in "Fraud Prevention Policy" of MMTC (Full text of which is available with MMTC during their participation in the Tender process, during the execution of Contract and in any other transaction with MMTC.

 - a) The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC's employee(s) any material or other benefit which he/she is not legally entitled to, in

order to obtain in exchange any advantage of any kind, whatsoever, during the Tender process or during the execution of the Contract.

- b) The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
 - e) The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
- 2) **Disqualification from Tender process and exclusion from future contracts:** Bidder(s)/Contractor(s)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility, in question, MMTC, other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) ineligible to be awarded a Contract either indefinitely or for a stated period of time.
- 3) **Damages:** If MMTC has disqualified the Bidder(s) from the Tender process prior to the award or during execution according to Clause 9 (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to EMD.

10. Holiday Listing Policy

"Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of any bidder mutatis mutandis applies to this agreement and in the event, the successful bidder while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserved the right to suspend/discontinue dealings or take any curativemeasures with the agency(s) in accordance with the policy in force". Holiday listing policy is available at MMTC Website www.mmtclimited.com under trader advisory link placed at the bottom of home page of MMTC's website.

11. Force Majeure

- a. If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war hostility, military operations, civil commotion sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, strikes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the

delivery of any instalment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.

- b. If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- c. The party which is unable to fulfil its obligations under the present contract must, within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration.
- d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Conditions mentioned in this document.

12. Indemnity

- a. Bidders (the "Indemnifying Party") undertakes to indemnify the "MMTC" (the "Indemnified Party") from and against all losses, claims or damages to MMTC, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance.

13. Fraud By Personnel of Bidder

"MMTC" reserves its right to initiate civil as well as criminal action against the agents/employees of the bidder for fraud or misappropriation, besides claiming damages and indemnification. The management of the Bidder would also be made liable for action in case of fraud, under the applicable laws and "MMTC" may forfeit EMD, if "MMTC" finds it necessary to do so.

14. Arbitration Clause

- A. Where the successful bidder is a private party

"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 amicably at first instance. If, however, the parties fails to resolve amicably, the same shall be referred to and settled through arbitration in accordance with the rule of arbitration of the "SCOPE". The award made in pursuance thereof shall be binding on the parties. The law governing the contract shall be Indian Laws. The language of arbitration shall be English. The Venue of arbitration shall be New Delhi only."

- B. *Where the successful bidder is a Public Sector organization.*

"In the event Of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018".

15. Jurisdiction

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Delhi only.

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

1. OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL([HTTPS://MMTC.ABCPROCURE.COM](https://mmtc.abcpocure.com))AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER
2. THE BIDDER SHOULD HAVE LEGALLY **VALID CLASS III DIGITAL SIGNATURE CERTIFICATE (WITH SIGNING AND ENCRYPTION)** FROM THE LICENSED CERTIFYING AUTHORITIES OPERATING UNDER THE ROOT CERTIFYING AUTHORITY OF INDIA (RCAI), CONTROLLER OF CERTIFYING AUTHORITIES(CCA)OFINDIAFOR SUBMISSION OF THEIR BID ON MMTC'S E-PROCUREMENT PORTAL.
3. MMTC WILL GUIDE IN CASE OF DIFFICULTY IN FINDING SERVICE PROVIDER FOR GETTING DIGITAL SIGNATURE CERTIFICATE, HOWEVER NO CLAIM CAN BE MADE ON THIS ACCOUNT FOR NON SUBMISSION OF BIDS OR DELAY IN SUBMISSION OF BIDS.
4. BIDDERS ARE REQUESTED TO REGISTER ON THE E-PROCUREMENT PORTAL. THE BIDDERS SHOULD HAVE A VALID USER ID TO ACCESS E-PROCUREMENT PORTAL OF MMTC.

NOTE: AFTER SUCCESSFUL SUBMISSION OF REGISTRATION DETAILS. PLEASE CONTACT M/S E- PROCUREMENT TECHNOLOGIES LIMITED (EPTL) TO GET YOUR REGISTRATION ACCEPTED/ACTIVATED.

FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

Mandatory

- Please add <https://mmtc.abcprocure.com> to Trusted Website.
(Tools->InternetOption->Security->TrustedSites->Sites->AddthisURL
->Close)-**Mandatory**
- Please disable or uninstall Third Party Toolbar/Add-ons from Browser.
- For more details, vendors are requested to download the document of “Minimum System Requirement” from the home page of <https://mmtc.abcprocure.com>

Technical Bid Documents

KYC Form

(To be submitted on the Letter head of the Bidder)

SUBJECT: REQUEST FOR ENROLMENT for participation in Old Silver/Platinum Jewellery E-TENDER

We are willing to participate in Old Silver/Platinum Jewellery E-Tender and want to buy Old Silver/Platinum Jewellery through Tender. We hereby confirm that we are fully aware of the terms and condition of Tender. We are also aware that registration is subject to KYC Norms/Terms and Condition of MMTC.

The details of our firm are given below:

S.No	Item/ description	Details to be filled by Bidder	Attachments, if any
1	Name of Firm	Fill online	Upload (Copy of partnership deed/MOA etc)
2	Type : Trader / Manufacturer/Jeweller/ Jewellery Exporter	Fill online	Upload(Copy of the Balance Sheet for the last financial year).
3	Partnership/Company/ Proprietor	Fill online	Upload (Balance sheet Or IT return for last financial year- to be enclosed)
4.	Address	Fill online	
5.	Landline Number (With STD code)	Fill online	
6.	Mobile Number	Fill online	
7.	E-mail	Fill online	
8.	PAN No. :	Fill online	Upload Pan Card copy
9	GST No. :	Fill online	Upload registration
10	Name of Directors/Partners//Proprietor	Fill online	Upload (Govt.Identity proof. Like Addhar, or passport page or Driving License or PAN card)
11	Name of Authorised Partners/ /Director / Proprietor to sign the document for this tender of Old Silver/Gold /Platinum Jewellery transactions.	Fill online	Upload (Authorization certificate signed by Directors/Partner/proprietor Given in Annex –A)
12	EMD /Bank Details	Give EMD detail Lot wise	Upload (Duly filled-in details as per Annexure – D may please be furnished
13	Declaration certificate regarding Conflict of Interest / Blacklisting	Yes/No	Upload as per Annexure - B
	Acceptance and Declaration	Yes/No	Upload Annex -C

The document attached herewith has been self-attested.

Declaration Format
(on Letter Head)

1. I/We, Director/authorized signatory of the Company
M/s is competent to sign this declaration and execute this
tender document.

2. I have care fully read, understood and accept all the terms and conditions
of the tender and under take to abide by them.

3. The information/documents furnished along with the above application are true and
authentic to the best of my knowledge and belief.

**I / we, am / are well aware of the fact that furnishing of any false information /
fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.**

For M/s _____

(Signature with full name & designation)
Directors/Partners/Proprietor(s)

Stamp of Directors/Partners/Proprietor(s)

Conflict of interest/Blacklisting declaration form

[Date]

Manager,
MMTC Limited
Delhi Regional Office,
Jhandewalan, Rani Jhansi Road, New Delhi – 110055

Dear Sir,

Sub: Application for participation in Old Silver/Platinum Jewellery - E-Tender – Conflict of Interest Declaration

We, the undersigned, hereby declare that

1. <Applicant name>, none of our sister concerns/associates belonging to our group is participating/submitting the EOI.
2. <Applicant name>, has not been blacklisted or debarred in the past by MMTC Ltd or Ministry of Commerce & Industry or any other Government Department/Organization/Under Taking from taking part in Government tenders for any reason as on tender closing date.
3. <Applicant name>, has no conflict of interest and there exist no potential Conflict Interest which can lead to breach of trust.
4. <Applicant name>, certifies that in the event of award of contract, that services will be carried out in an independent way with utmost care and regard to business ethics and without influence of any factors attributable or identifiable as conflict of interest.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by MMTC Ltd, and EMD/SD shall be forfeited.

In addition to the above, MMTC Ltd, will not be responsible to pay the bills for any completed / partially completed work.

Thankingyou,

Date:

(Signature)(In the capacity of)
(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address
of Company)
Seal/Stamp of bidder

Annexure- C

(To be submitted on Letter Head of the company)
ACCEPTANCE & DECLARATION to MMTC

DATE:

To,
Manager
M/s. MMTC Limited
Jhandewalan, Rani Jhansi Road,
New Delhi – 110055

Dear Sir,

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the online Tender catalogue(MMTC/DRO/JPD/2024-25/001Dated:) for Sale including the disclaimer clauses and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the online e-Tender for “Sale of 925 Old Plain and Studded Silver , Gold and Platinum Jewellery”.
2. I/We further declare that I/We intend to purchase the above-referred material from MMTC for our own use/business and that the information revealed by me/us in this acceptance form is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the seller and the seller will be at liberty to annul the offer made to me/us at any point of time.
3. I/We also agree that after my/our offer/bid placed by me/us for purchase of the material is accepted by the seller and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and/or fail to fulfil any/all the terms & conditions of the Tender catalogue and offer letter, the Earnest Money Deposit, are liable to be forfeited by the seller and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by the seller.
4. The decisions taken by representatives of seller shall be binding on me.
5. I also undertake to abide by the additional conditions if announced during the Tender including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.

6. I note with due care that the Service Provider shall be making the announcements of correction with the consent and knowledge of the seller and SERVICE PROVIDER India shall not be liable for these last minute change.
7. We have studied the commercial terms and conditions governing the E-Tender as mentioned in E-Tender document of MMTC limited and confirm our agreement to them.

USER ID (if exists) _____	GST Registration No. _____
Contact Person(s) _____	E-Mail _____
Designation _____	Phone No. _____ Mobile No. _____

(In case of company/firm, give, in addition, names of key Directors/ Partners)

Signature of Authorized Signatory

with Name and Seal

ANNEXURE – D*(On Company Letter Head)***Bidder's Lot wise EMD details for participating in e-Tender**

Dated:

Manager,
MMTC Limited
Delhi Regional Office,
F-8-11, Flatted Factory Complex,
Jhandewalan, Rani Jhansi Road
New Delhi 110055

Dear Sir,

We would like to confirm that with reference participation of e-Tender published by MMTC on dated 19 April2024 , we have submitted EMD in your bank account the detail of same is mentioned below :

S. No	Item	Description
1	Total Amount Deposited	In figure :
2	In Favour Of	MMTC Limited
3	Mode of Payment	NEFT/RTGS
4	Bank Name	SBI, CAG Branch
5	Account Number	10813608397
6	IFSC Code	SBIN0017313
7	UTR no	
8	Remitting Bank detail	

Lot wise EMD detail as below: -

LOT NOS	LOT Description	UOM	Lot Size (Grams)	Bank name	Transfer detail/date (NEFT/RTGS details)	EMD (In Rs)
Lot 1	Silver Jewellery (Plain and studded Mix)	Grams	22964.691			Rs.
Lot 2	Plain Platinum Jewellery	Grams	521.45			Rs./-
Lot 3	Gold Studded Jewellery	Grams	115.81			Rs./-

Bank Details of bidder for EMD FOR Return (In Case Of Unsuccessful Bids)

S. No	Item	Description
1	Bank Name	
2	Account Number	
3	IFSC Code	

Thanking You,
Authorized Signatory
Name: _____

Checklist of the Technical Bid documents for application

Documents required to be submitted along with request application for participation in Gold- E-tender

Sl.No	Document Required	Purpose/ compliance for	Submitted (Y/N)
1.	Request for enrolment under Gold e-tender	As per KYC Form	
2.	Copy of partner ship deed /MOA Board resolution	KYC Form /S.No 1	
3.	Latest income tax assessment / income tax return.	KYC Form /S.No 3	
4.	Copy of PAN	KYC Form /S.No 8	
5.	Copy of GST Certificate	KYC Form /S.No 9	
6.	Copy of the Audited Balance Sheet for the last financial year.	KYC Form /S.No 2	
7.	Board resolution or letter from the partners authorising all or any one of the Directors / Partners to sign the documents.	KYC Form /S.No 11	
8.	Copy of the Passport/Aadhaar Card of Directors/Partners/Proprietor.	KYC Form /S.No 10	
9.	Conflict of interest/Blacklisting declaration Form	Annexure B	
10.	ACCEPTANCE & DECLARATION to MMTC	Annexure C	
11.	Bidder's Lot wise EMD details for participating in e-Tender	ANNEXURE D	
12.	UNDERTAKING FOR NON TAMPERING OF DATA	Annexure E	

Format for Price Bid Online

Price Bid

Quotation for Material in clause 6 (Part A) of tender number E-Tender MMTC/DRO/JPD/2024-25/001

(Price excluding taxes and above Reserve/ base price as per clause 6 (P a r t A) of tender document)

LOT NOS	LOT Description	UOM	Lot Size (Grams)	Purity	Reserve Price Rs /Grams	***Quotation In Rs. (Excluding Taxes)
Lot 1	Plain Silver Jewellery	Grams	22964.691 Gms	.925	Rs2260850/	Rs_____/Grams
Lot 2	Plain Platinum Jewellery	Grams	521.45 Gms	.925	Rs.1739700/-	Rs_____/Grams
Lot 3	Gold Studded Jewellery	Grams	115.81	18 k	Rs763100/-	Rs_____/Grams

****** Please Note Quoted rate below reserve price will not be accepted .**

- A. I declare that I am the authorized person on behalf of M/s_____ (name of organization) to participate in the purchase of material as per tender number **MMTC/DRO/JPD/2024-25/001**
- B.
- C. M/s_____ (name of the organization) shall abide by this price bid in purchasing the material as per tender number **MMTC/DRO/JPD/2024-25/001** and as per all the tender terms in totality and without any condition(s).

Signature of the Authorised Person

Name of the Authorised Person: Company Seal

INTEGRITY PACT AGREEMENT

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “MMTC”,

And

..... hereinafter referred to as “The Buyer/Vendor/Bidder”

Preamble

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

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/ Contract between us.

In order to achieve the goals, MMTC may appoint an Independent External Monitor (IEM), who will monitor the tender/Tender/e-Tender/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/Tender/e-Tender/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/Tender/e-Tender/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/Tender/e-Tender/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/Tender/e-Tender/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) shall 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) shall 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/Tender/e-Tender/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/Tender/e-Tender/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 EMD 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/Tender/e-Tender/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)

.....
(For & on behalf of Bidder)

(Office Seal)

Place :

Date :

Witness 1 :

Name :

Address :

Witness 2 :

Name :

Address :

(Office Seal)

Note: The bidder are advised to communicate with the Independent External Monitors (IEMs) only in case of complaints relating to integrity pact.

(on Company Letter Head)

Dated:

AUTHORISATION LETTER

General Manager (I/c)
MMTC Limited
Delhi Regional Office
F-8-11, Flatted Factories Complex,
Jhandewalan, Rani Jhansi Road,
New Delhi- 110055

Subject: Authorisation Letter
Reference:MMTC/DRO/JPD/2024-25/001 Dated: 19-04-2024

Dear Sir,

We are your KYC registered bidder to participate in E-Tender. As you are aware that we participated in E-Tender of ____ (Old Plain and Studded Silver,Gold and Platinum Jewellery) on (date)_____ and we are highest bidder for Lot _____ which is for _____ Qty Old Plain and Studded Silver,Gold and Platinum Jewellery. <<write detail(s) of lots in which you are H1>>.

In this regard it is being intimated that we would like to take delivery of the material from

_____ (vaulting location) on _____.

For the purpose of taking delivery we hereby authorize following persons on our behalf, to take delivery from MMTC.

Sr.No	Name of person	Designation	Photo ID (Type & Number)	Photo	Specimen Signature
1			Addhar card/Pan Card/Voter ID /CompanyID / ID Number	Affix photo here	
2					

We have enclosed attested photo ID proof of the authorized person. Any Change in the list/ above details of authorized will be intimated to you in writing.

This is one time authorization letter specifically to be used for taking delivery in respect to

LOI_____ issued on _____ by MMTC.

The issuing officer has duly approved authority in his/her favour from the said company and is empowered to issue this letter on behalf of the company.

Thanking You,

For, **Company Name**.....**Authorized Signatory****Name:** _____**Designation:** _____

On the letterhead of the Bidder

To,

M/s MMTC Limited
Delhi Regional Office,
F-8-11, Flatted Factories Complex,
Jhandewalan, Rani Jhansi Road,
New Delhi- 110055

Dear Sir/Ma'am,

Sub: Undertaking for movement of Silver and Platinum jewellery to the registered place of business

1. This is in reference to the Old Plain and Studded Silver and Platinum Jewellery intended to be purchased by us vide our Purchase Order /LOI dated _____.
2. We, M/s _____, hereby undertake that the Old Plain and Studded Silver and Platinum Jewellery so purchased will be first brought to our registered place of business and thereafter, they will be used by us in the course or furtherance of our business.

Thanking you,

Yours faithfully,

For M/s _____

Authorized Signatory

Name: _____

Designation: _____

PROFORMA FOR NO NEAR RELATIVE (S) OF THE TENDERER WORKING IN MMTc Ltd

(Recommended to be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I, Director/Company Secretary (CS) of the company M/s _____ hereby certify that none of my near relative (s) is/are employed in MMTc Ltd as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, MMTc Ltd shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

The near relative (s) means: a

) Members of a Hindu Undivided family;

b) They are husband and wife.

c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in law), DSepthter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

Certificate will be given by all the Directors of the company (or company secretary on behalf of all directors).

Any breach of these conditions by the company, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. MMTc Ltd will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

1. Name of Director _____

Signature _____

2. Name of Director _____

Signature _____

OR

Name of Company Secretary

Signature _____

END of Document