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CIN:L51909DL1963GOI004033

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GLOBAL NOTICE INVITING TENDER

TENDER NO: MMTC/BBSR/MIN/LIMESTONE/01/2016-17 DATED 22nd DECEMBER 2016

SUB: TENDER FOR IMPORT OF LOW SILICA LIME STONE FROM OVERSEAS SUPPLIERS.

MMTC invites bids from interested overseas suppliers against Global Tender in 2 Bid system for import of 30,000 MT (+/- 10%) of Low Silica Limestone for supply during January 2017- February 2017. The last date of submission of tender is **1100 hrs on 11th January, 2017**

The complete details of the tender are available at MMTC's website www.mmtclimited.com, Govt. website <https://eprocure.gov.in> and C1 website <https://mmtc.eproc.in>

Corrigendum issued, if any, shall be hoisted on websites only as mentioned above.

Addl. General Manager (Minerals)

Dear Sir,

SUB: TENDER FOR IMPORT OF LOW SILICA LIME STONE FROM OVERSEAS SUPPLIERS

MMTC Limited, a Government of India Enterprise, a leading international trading company, is engaged in the field of international trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc. MMTC is one of the major global players in the minerals trade and is the single largest exporter of minerals from India. For Further details please visit our website at www.mmtclimited.com

Neelachal Ispat Nigam Limited (NINL), a Company promoted by MMTC Limited and Industrial Promotion and Investment Corporation of Orissa Limited (IPICOL) is operating an integrated 1.1 million ton capacity Iron and Steel Plant at Kalinga Nagar Industrial Complex, Duburi, District Jajpur, Orissa.

MMTC (Purchaser) invites offers `in two bids system for import of

30,000 MT (+/-10%) of Low Silica Limestone from Overseas Producers/Suppliers/Traders at Paradip Port, India.

The bidders are requested to submit their offers as per the tender documents. The last date of submission of tender is **1100hrs IST on 11th January 2017**

The tender notice consists of two sections. Section – 1 (Tender description) and Section - II (Formats of documents). The bidders are requested to read the entire tender before submitting the bids.

The bidders shall submit their Technical bids in physical mode along with supporting documents and the Price Bid in electronic mode.

The bidders shall super scribe the name of the company, contact person, phone, fax, e-mail address, Tender no. and closing date. Incomplete offer or offer received after the closing time and date shall be rejected.

Please send your Technical bid addressed to Shri M K Mishra, Addl. General Manager, Minerals Division at the below mentioned address to reach latest by **1100 hrs IST on 11th January 2017**.

MMTC Limited ,

Alok Bharati Complex, 7th floor,

Sahid Nagar, Bhubaneswar-751007

Phone : (0674) 2546848,2541747 Fax :(0674) 2546847,

SECTION I

1. **COMMODITY** : Limestone
2. **QUANTITY** :30,000 MT(+/-10%) at seller's option destination Paradip Port , India. Partial Shipment or Bid offering partial quantity shall be rejected.
3. **SPECIFICATIONS** : Detail at Annexure I
4. **ORIGIN** : Overseas
5. **PORT OF DISCHARGE** : 30,000 (+/-10%) MT at Paradip Port, India
6. **PORT OF SHIPMENT** : Any main port
7. **SHIPMENT PERIOD** : JANUARY 2017-FEBRUARY 2017
8. **EARNEST MONEY DEPOSIT:** Each bid shall be accompanied by an earnest money deposit (EMD) in the form of a Bank Guarantee in favour of MMTC Limited through a scheduled commercial Bank at Bhubaneswar for US\$ 5,000 (US Dollars Five Thousand only) (Bank Guarantee proforma is enclosed at Appendix I). EMD shall be submitted with Techno Commercial bid. Bid received without requisite EMD shall be rejected. Non-acceptance of LOI, failure of signing the contract within the time allowed and non-submission of PBG in time shall be construed as a failure and the EMD (BG) shall be invoked. EMD shall be returned to the unsuccessful bidders. The EMD submitted by successful bidder shall be returned after receipt and confirmation of PBG. Bidders shall submit copy of BG for EMD along with technical bid. Bidders shall instruct the BG issuing bank to send the original BG directly to MMTC Bhubaneswar before the due date. EMD shall be issued by any scheduled commercial bank in Bhubaneswar, India (other than Cooperative Bank, Gramin Bank, Nainital Bank and Dhanlakshmi Bank)

OR

Bidders may remit EMD by transfer to the bank account of MMTC Ltd, Bhubaneswar, bank details of which are as follows:

Name	: MMTC Limited
Bank	:STATE BANK OF INDIA, COMMERCIAL BRANCH, IDCOL, BHUBANESWAR
A/C No.	: 10229909115
IFSC Code	: SBIN0006657

MTPL, Singapore being a Subsidiary of MMTC is exempted from submission of above EMD. However, MTPL shall arrange to obtain similar EMD from their back-up supplier.

9. **PERFORMANCE GUARANTEE:** THE PURCHASER shall issue a Letter of Intent (LOI) to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format at Appendix-II)/ through fund transfer for an amount of USD 10,000 (USD Ten Thousand Only) within 3 working days of issuance by the purchaser of contract, The Seller shall forward to purchaser duly signed and

stamped contract for signature by the Purchaser. The performance Bank guarantee as per our proforma shall reach the purchaser within 10 working days from the date of issue of signed contract. PBG shall be issued by any scheduled commercial bank in India (other than Co-operative banks, Gramin Bank, Nainital Bank and Dhanlakshmi Bank) Bhubaneswar Branch. The PG Bond shall be kept valid till 28th February, 2017. Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. can be invoked.

In the event of the failure of the Bidder to furnish PG Bond in the prescribed form and/or within the stipulated time, MMTC shall have the right to forfeit the EMD furnished by the Bidder, without prejudice to further recourse for breach of the Agreement. In such an event the Purchaser may make award to the next Bidder or may invite fresh Bids or may decide as deemed fit.

MTPL, Singapore being a Subsidiary of MMTC is exempted from submission of above Performance guarantee. However, MTPL shall arrange to obtain similar Performance Guarantee from their back-up supplier.

10. CATEGORY OF BIDDERS:

The bids received from the following categories of Bidders, will be considered by MMTC:

Established Overseas LIME STONE Producers owning the mines producing LIME STONE
Or

Established Overseas LIME STONE Suppliers offering LIME STONE produced by established LIME STONE Producer (Mine Owner) *duly* backed by a Letter of Authority of the concerned LIME STONE Producer (Mine Owner), specifically authorizing the said LIME STONE Supplier and no one else to make an offer in response to this Invitation to Bid.

11. ELIGIBILITY CRITERIA :

- i. The Minimum turn-over of the Bidder shall be US\$ 5 million during last financial year and Minimum net worth on last reporting financial year shall be US\$ 1 million. Auditor Certificate shall be acceptable.
- ii. The bidder shall have minimum one year experience in mineral business. Auditor Certificate shall be acceptable.
- iii. Bidders are required to submit their credit rating report by Dun & Brad Street/S&P/Moody's/ICRA/CRISIL/CARE. Such rating shall be satisfactory or better and the report shall be issued on or after 31st December 2015.
- iv. The Bidder shall submit EMD for USD 5,000 (US Dollars Five thousand only) in the form of a Bank Guarantee as per proforma (**Appendix-I**). Bidders shall submit a copy of BG along with tender documents and the bidder shall instruct their BG issuing bank to forward the original BG directly to MMTC Bhubaneswar.
- v. Bidder shall submit a satisfactory Bank Reference Report issued on or after 31st December, 2015.
- vi. In case, the bidder is not a producer and then the bidder shall submit a Letter of Authority from established Low Silica Limestone producer (mine-owner) as per proforma at **Appendix-III**

All documents must be in English.

12. PRICE TERMS :

The bidder shall offer the price of the cargo in Annexure IV as per the following:-

- i. IN USD ON THE BASIS OF C&F (FO) PARADIP WITH BREAK-UP OF FOB PRICE

AND FREIGHT COST

13. STATEMENT OF DEVIATIONS:

The PURCHASER solicits bids in conformity with the terms and conditions as mentioned in this tender, without any deviations. However, if any Bidder is unable to accept any particular term or proposes any deviation there from, the Bidder shall enclose along with his offer, a Statement of Deviations as per proforma at **Appendix-V**.

The Bidder shall submit his bid confirming his acceptance to all the terms and conditions of the Bidding Documents, except for the deletions/deviations specifically proposed by him in his Bid. Bidder should mention "No Deviation" in the deviation sheet in case all tender terms and conditions are acceptable. In case improved specifications are offered by the bidder, no premium will be given.

14. SAMPLING AND ANALYSIS:

The SELLER/PRODUCER(MINE OWNER) shall, at his own expense, arrange to carry out at the load port, the sampling and analysis of the MATERIALS in lots of 4000 MT, in accordance with the relevant Indian Standard Specifications through the independent inspection agency at the loadport, to be nominated by the SELLER/PRODUCER(MINE OWNER) and approved by the PURCHASER. The SELLER/PRODUCER (MINE OWNER) shall tender the material for sampling & analysis to be undertaken by independent Inspection agency and shall render all assistance in this regard to the above nominated agency. The PURCHASER may, at his option and at his own expense, depute his representative(s) to witness the sampling and analysis by the independent inspection agency at load port and may also obtain a part of the Load port sample for testing. The SELLER/PRODUCER (MINE OWNER) shall provide necessary assistance in this regard to the PURCHASER'S representative(s).

The SELLER shall furnish to the PURCHASER the Certificate of Sampling and Analysis issued by the independent inspection agency at the loadport indicating the specifications at Annexure-I.

a) LOAD PORT ANALYSIS:

The SELLER/PRODUCER(MINE OWNER) shall furnish to the PURCHASER the Certificate of Sampling and Analysis issued by the independent inspection agency at the loadport indicating the Technical specification indicated at **Annexure – I**.

Quality / Quantity analysed by Independent Agency and the certificate so submitted at Load Port by the Inspection agency as approved by the PURCHASER, shall form the basis for the SELLER/PRODUCER (MINE OWNER)'s Invoice for claiming 90% of invoice value, which shall be duly adjusted based on the discharge port analysis certificate. The seller/producer shall indicate any one of the agencies from the list for undertaking loadport analysis.

The Certificate of Sampling and Analysis shall be got prepared in 8(eight) copies, of which 6(six) copies shall be air-mailed by the SELLER / PRODUCER (MINE OWNER) to the PURCHASER within 7(seven) days from the date of Bill of Lading in respect of the consignment and the remaining 2(Two) copies shall be submitted by the SELLER / PRODUCER (MINE OWNER) alongwith other shipping documents for drawing payment.

The Certificate should clearly specify that the Limestone loaded on the vessel, sample of which was analysed by the Independent Inspection Agency at Loadport is Limestone from the specified mine.

The results of analysis of the MATERIALS carried out by the approved independent inspection agency shall form the basis of the SELLER/PRODUCER (MINE OWNER)'S invoice for 90% of the provisional payment.

b) DISCHARGE PORT ANALYSIS:

The Purchaser shall at its cost will carry out at the discharge port sampling of the material delivered in each consignment through independent Inspection Agency. Such analysis report shall be binding on both the parties for release of balance payment of the invoice value of each shipment after making necessary adjustments towards rebate / diminution / penalty/ LD as per the terms of the tender. Utmost precaution shall be exercised by the SUPPLIER at the time of shipment of each consignment to ensure that the Specifications stipulated in Annexure –I of the tender are strictly complied with. The PURCHASER reserves the right to terminate the offers in case there are deviations from the stipulated Specifications.

The Purchaser shall make payment towards the balance 10% of CIF value based on the discharge port results after adjusting the 90% provisional payment already released based on loadport results.

c) LIST OF INDEPENDENT INSPECTION AGENCIES:

- (1) M/s Mitra S.K. Pvt Limited.
- (2) M/s Superintendence Company of India (Private) Limited.
- (3) Italab India Limited
- (4) SGS
- (5) Inspectorate Griffith India Pvt Ltd

15. PRICE ADJUSTMENT:

The supplies of the MATERIALS should be as per the guaranteed specifications specified in Annexure I of the tender. However, for any deviations in exceptional cases, in the Certificate of Sampling and Analysis at the Loadport and Discharge port from the quality specifications laid down in Annexure-I to this tender, the SELLER/PRODUCER (MINE OWNER) shall allow rebate(s)/diminution in price in his invoice covering the delivery of the MATERIALS in the consignment where such deviations are within permissible limits. The price adjustment for the deviations in specifications shall be as per **Annexure-II**.

16. CHARGEABLE WEIGHT :

THE SUPPLIER shall, at his cost, determine the weight of the materials delivered at the port of loading by means of draught survey which shall be conducted by the independent Inspection Agency at the loadport, appointed by the SUPPLIER and approved by the PURCHASER who shall issue the Certificate of Loadport Draft Survey Weight. The Supplier may, at his option and at his own costs & expenses, depute his representative to be present at the time of determination of the Destination Port Draft Survey Weight.

Supplier's Invoice Weight for each consignment shall be accepted as final, if the destination Port Draft Survey weight for that consignment is within (-) 0.5 % of the Supplier's Invoice weight . If the destination weight is found to be more than the Invoice weight, the payment shall be restricted up to the Invoice weight. In case the destination weight is found to be less and the difference with the Invoice weight is found to be greater than 0.5% of the Invoice weight, the destination weight shall be final for the purpose of payment.

17. TERMS OF DELIVERY:

The period of delivery is the essence of this tender. Immediately after acceptance of LOI in case of C&F contracts the Seller shall charter suitable vessel and Marine Insurance shall be covered by the Purchaser.

The Seller take necessary steps to ensure that sufficient quantity of material is ready for delivery at the load port to enable the vessel to off take the ordered quantity within the delivery period. For any delay in clearance at the port of destination on account of non supply of shipping documents in time and / or due to faulty documents, the Seller would be held responsible for any demurrage, port rent etc. which the purchaser may become liable to pay to the authorities at the discharge port in India.

18. PAYMENT TERMS :

The payment of the price of the MATERIALS delivered by the SELLER/PRODUCER shall be made by the PURCHASER in US Dollars by means of an Irrevocable without Recourse to Drawer Letter of Credit providing for payment of the following:

SET OF DOCUMENTS TO BE PROVIDED FOR 30,000 MT (+/- 10%) CARGO TO BE DISCHARGED AT PARADIP:

- i) 90% of the C&F (FO) value of the material at sight on presentation of the following documents.
 - a) 3/3 sets of original clean on Board Bill(s) of Lading made out “ To order “ and blank endorsed marked Notify “MMTC Limited, Bhubaneswar Regional office, Alok Bharti complex, 7th floor, Sahid Nagar, Bhubaneswar – 751-007”. The Bills of Lading to be issued by Ocean Lines/master/Agents only. House BL’s or any other BL’s are not acceptable
 - b) Bill(s) of Lading marked “Freight Pre-paid” as per Charter Party” will be acceptable.
 - c) Signed Commercial Invoice - in Triplicate.
 - d) 2 Original and 3 Copies of Certificate of Sampling and Analysis issued by the independent inspection agency mutually agreed by seller and purchaser at loadport clearly specifying that the sampling and analysis pertains to the named low silica limestone loaded on the vessel. On no account, the Analysis result of any technical parameter shall exceed the absolute maximum/absolute minimum tolerance limit stipulated under Technical Specifications as indicated at Annexure-I to this Tender.
 - e) 2 Original and 3 Copies of Certificate of Weight issued by an Independent Analyst at Load Port.
 - f) 2 Original and 3 Copies of Certificate of Origin issued by recognized Chamber of Commerce of exporting country in duplicate.
 - g) Loadport Draft Survey Weight Certificate issued by the independent inspection agency at load port - in triplicate.
 - h) SELLER’S Certificate-in quadruplicate, confirming that (a) two non-negotiable copy of the Bill of Lading (b) two non-negotiable copies of Commercial Invoice; (c) six copies of the Certificate of Sampling and Analysis at loadport; (d) two copies of Certificate of Origin; (e) two copies of Loadport Draft Survey Weight Certificate and (f) copy of SELLER’S Fax/e-mail advice of shipment to the PURCHASER, have been sent through Courier Service directly to the PURCHASER at MMTC Limited , Bhubaneswar Regional office, Alok bharti complex, 7th floor, Sahid Nagar, Bhubaneswar – 751-007 within seven days from the date of Bill(s) of Lading. Seller to submit acknowledgement receipt issued by courier alongwith certificate.
 - i) Copy of SELLER’S FAX/e-mail advice of shipment to the PURCHASER referred to in quadruplicate detailing documents mentioned at (a) to (g).
- ii) Within 3 (three) days from the date of Bill of Lading, the SELLER shall send through Courier Service, direct to the **BHUBANESWAR REGIONAL OFFICE** “ Addressed to Sri. M.K.Misra

(AGM-Minerals); ALOK BHARTI COMPLEX, 7TH FLOOR, SAHID NAGAR, BHUBANESHWAR - 751-007, ODISHA the following documents :

- (1) Three non-negotiable copies of Bill of Lading .
 - (2) Three signed copies of Commercial Invoice.
 - (3) Three copies of the Certificate of Sampling and Analysis at loadport.
 - (4) Three copies of the Certificate of Weight at loadport.
 - (5) Three copies of Certificate of Origin.
 - (6) One Copy of SELLER'S FAX/e-mail advice of shipment to the PURCHASER.
- iii) The SELLER shall email copies of signed and stamped Bills of Lading, Commercial Invoice, Certificate of Sampling and Analysis, Certificate of Origin and Loadport Draft Survey Certificate, Seller's Certificate and Seller's shipment advice to the PURCHASER at e-mail mkm@mmtclimited.com; Imbagga@mmtclimited.com within 5 working days after the Bill of Lading Date.
- iv) The Invoices so raised by Seller should follow provisions of contract.
- v) Balance 10% C&F (FO) value shall be made as per the discharge port sampling, analysis and draft survey weight after making necessary price adjustments for variations, if any, mentioned in at Annexure II.
- VI) All bank charges at the SELLER/PRODUCER'S end shall be borne and paid for by the SELLER/PRODUCER. All bank charges at the PURCHASER'S end shall be borne and paid for by the PURCHASER. In case of amendment of LC on request of Seller, the charges so incurred shall be payable by Seller. Confirmation of the L/C can be arranged at the cost of the seller. Transferable L/C is not permitted. L/C shall provide for payment on sight on submission of standard shipping documents duly complying with the provisions of terms of Letter of Credit.

19. SHIPPING TERMS:

The terms and conditions for delivery of the material on C&F (FO), basis destination port are given at **Annexure-III**.

Seller shall provide shipping/load-port details as **Appendix-VI**

20. PREPARATION OF BIDS:

The bidder shall carefully read the entire tender documents before submitting its offer. The Bidder shall prepare its tender in two parts comprising of the following:

1. **Techno-commercial bid (PART A)** –Technical Bid (PART A) to be submitted in a sealed Envelop (and dropped in Tender Box at MMTC Ltd,
2. **Price Bid (PART B): TO BE SUBMITTED ELECTRONICALLY**

The bidders shall submit their price bids in electronic mode at MMTC E portal at <https://mmtc.eproc.in>. The bidder shall submit price bids separately item-wise as per

price bid format enclosed at Annexure IV.

Incomplete offer or offers received after the closing time and date shall not be accepted.

The bidder shall submit the hard copy of Technical Bid and original Bid Bond only so as to reach

Addl. General Manager, MMTC Limited, MMTC Limited , Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007 on or before 1100 hours IST on 22nd Deceber 2016 . The Technical Bid documents / Annexures, to be sent to AGM(Minerals), MMTC Bhubaneswar / dropped and should be received at Bhubaneswar prior to tender opening date/time.

A) TECHNO-COMMERCIAL BID: (Physical Form only)

Bidder shall fulfill the eligibility criteria as stated herein above and submit the following supporting documents in tender box in physical form only.

i) Company Profile furnishing information / data / documents / printed and illustrated literatures / brochures covering the following aspects:-

- a) Detailed information of the Lime Stone Producer (Mine owner).
- b) Country of origin of Limestone indicating the actual geographical location of the Low Silica Limestone Mine(s).
- c) Name(s) and Location of the Limestone mine(s).
- d) Production capacity of Limestone Mines and average annual production of Low Silica Limestone for the last one year.
- e) Exports of Limestone during the last one year from the mine from which Low Silica Limestone is offered.
- f) List of actual users (Integrated Steel plant) (with complete postal addresses) to whom seller has supplied maximum in any of the last 1 (one) year.

(Bidder's certificates for SI No. 11 (i) are acceptable)

ii) Bidder shall enclose an Auditor's Certificate indicating (i) annual turnover (ii) network as on last annual balance sheet and (iii) past experience as mentioned in eligibility criteria.

iii) In case of trader, an authorization letter to submit bid on behalf of mineowner or a Sale-Purchase agreement between them shall have to be submitted as per proforma at Annexure III.

iv) Bidder shall enclose a Credit rating Report from any one of the following agencies: (D&B, S&P, Moody's, ICRA, CRISIL, CARE) Credit rating report should be issued on or after 31st December, 2015.

v) Bidders shall enclose a Bank reference report issued on or after 31st November, 2015.

vi) Bidder shall submit an Earnest Money Deposit (EMD) for USD 5,000 (US Dollars Five Thousand only) in the form of Bank Guarantee (BG format enclosed at (Appendix – I)/Fund transfer**. The bidder shall submit a copy of the BG alongwith tender documents in sealed envelope. The banker of the bidder shall forward the original BG to Shri M K Mishra, Addl. General Manager, MMTC Limited, MMTC Limited , Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007 on or before the due date and time for opening of Technical bids.**

vii) Bidder shall submit an undertaking to establish performance guarantee as per proforma at Appendix IV.

viii) The bidder shall submit Chemical & Physical specifications of the cargo being offered as per proforma at Appendix-VII.

ix) Statement of Deviations from specifications and bid terms duly signed and completed in all respect as per proforma at Appendix-V.

- x) Bidder shall submit a Letter of Authority in favor of authorized official for signing the tender documents.
- xi) Bidder shall submit duly signed and stamped all documents given in Section-I (including all annexures) of the tender notice.

Any other document requested by the purchaser for in this tender, shall also be submitted by the bidder with Techno commercial bid.

B) PRICE BID (Electronic Form only):

The bidders shall submit their price bids in electronic mode at MMTC E portal at <https://mmtc.eproc.in>. The bidder shall submit price bids separately item-wise as per price bid format enclosed at Annexure IV. Break-up of cost & freight should be indicated separately, distinctly and invariably under C&F (FO) quotation. In quoting the C&F (FO) price, the Bidder is not subject to any restriction on the choice of shipping line.

THE PURCHASER reserves the right to conclude the contract on FOB (T) or C&F (FO). Bidders must therefore quote both FOB (T) and C&F (FO) prices and their C&F (FO) prices should be on Paradip port basis. MMTC shall reserve the right to import the cargo on FOB or C&F (FO) basis. Purchase on C&F (FO) basis shall be only on receipt of 'No Objection Certificate' from Transchart, New Delhi.

Price bid of only those bidders, who qualify in technical bid, shall be considered for evaluation. Price bids of qualified bidder (Technical) will be opened as per due date.

Incomplete offer or offers received after the closing time and date shall not be accepted.

21. CRITERIA OF EVALUATION:

The techno-commercial bids shall be evaluated by the purchaser in consultation with the actual user. A list of successful bidders shall be prepared who comply the terms and conditions of the tender. The price bids of techno commercial qualified bidders shall only be opened. Bids shall be evaluated based on CNF price in USD PMT, Paradip ports. Bidder shall quote for cargos in the tender and for both non-CQD and CQD basis against discharge terms as specified in the tender (Tenderer/Supplier will have to submit a copy of Charter party prior to sailing of vessel). MMTC's decision regarding import on CQD or Non-CQD basis will be final.

The bidder is specifically requested to note MMTC's guaranteed specifications as stipulated of technical specifications as per proforma at **Annexure-I**. In respect of variations in specifications in the offers and consequent supplies (if materialized) outside the guaranteed specifications but within the absolute maximum/minimum of technical specifications would be financially evaluated as per the price adjustments as indicated in **Annexure-II**.

22. VALIDITY OF OFFER:

Each Bidder shall keep his offer firm and valid for acceptance by MMTC for 20 days from the date of closing of tender.

23. INSURANCE:

Insurance shall be covered by the buyer under buyers standard shipment policy. However, the seller will have to send a mail containing shipment details within 24 hours to the buyer / Insurance agent as specified by the buyer. Format of such mail / fax, shall be provided by the buyer.

24. LIABILITY OF GOVT. OF INDIA:

It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SELLER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed *that* the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the SELLER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this tender and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this tender.

25. TAXES & DUTIES:

The SELLER shall be entirely responsible for all taxes, Stamp duties, License fees and other such levies imposed outside the Purchaser's country.

26. EXPORT LICENCE :

It shall be the responsibility of the SELLER to obtain the requisite Export License and comply with other relevant laws of his country for export of the MATERIALS and he shall keep the PURCHASER indemnified for any losses which accrue to the PURCHASER because of any defect therein.

27. RISK PURCHASE :

In case the SELLER fails to provide the materials for delivery by the time agreed upon or should the SELLER in any manner or otherwise fail to perform the agreement, the PURCHASER shall have the right to get the material from alternative sources, at the risk and cost of the SELLER. The purchase of the material from alternative sources as stated hereinabove may be either for whole or part of the contracted quantity. The purchaser shall have the right to recover the difference in prices by invoking the performance guarantee.

28. LIQUIDATED DAMAGES :

In the event of the SELLER'S failure to deliver the required MATERIALS within the stipulated time, the SELLER shall have to pay as liquidated damages (and not by way of penalty), a sum equivalent to one percent of the price of any MATERIALS which the SELLER has failed to deliver, as aforesaid, for each and every month of delay or part thereof provided, however, such liquidated damages shall not apply to any period of extension granted by the PURCHASER/under Force Majeure conditions. The maximum amount of Liquidated Damages levied on any shipment will not exceed 5% of the value of the MATERIALS in that shipment. Delivery of the MATERIALS after the same shall become liable for levy of liquidated damages under this Clause and shall not operate as a waiver of Purchaser's right to levy liquidated damages.

29. AWARD OF CONTRACT

MMTC shall award the contract to the lowest bidder (L1) only subject to reconfirmation from the actual user of the cargo. MMTC and the successful bidder shall enter into a purchase contract as per standard terms and conditions of MMTC (Contract format enclosed at **Appendix-VIII**). In case the successful bidder fails to forward the signed purchase contract within 3 working days from the date

of issuance of contract by MMTC, the seller (MMTC) reserves the right to invoke the bank guarantee submitted by the bidder as EMD.

30. DUE DATES

Submission of Techno commercials Bids and Price Bids : **11th January 2017 by 11.00 hrs IST**
Opening of Techno commercial on or after : **11th January 2017 by 11.15 hrs IST**
Opening of Price Bid on or after : **11th January 2017 by 15.00 hrs IST**

The price bids of technically successful bidders only shall be opened.

31. MODE OF SUBMISSION OF TENDER

31.1 The bidder shall participate in the tender through physical mode for technical bid and e-mode for Price Bid.

31.2 PROCEDURE FOR PARTICIPATION IN E-TENDER.

E-Tender is available on MMTC e-procurement website **URL:- <https://mmtc.eproc.in>** for online bidding process. For this, Bidder is required to obtain minimum Class III Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with eprocurement portal **URL:- <https://mmtc.eproc.in>** (a onetime activity)

31.3 Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site **URL:- <https://mmtc.eproc.in>**. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

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

31.4 Procedure for Registering in E-Procurement portal

Further, the bidder will have to register with MMTC's E-Procurement portal. For registering, please go to **URL:- <https://mmtc.eproc.in>** and follow the directions. In this regard please go to "**helpdesk: <https://mmtc.eproc.in>** and refer FAQ for more details. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below. For any assistance on e-bidding process, please contact 1) Pankaj Kumar Verma M No. 9910433177 email: pankaj.verma@clindia.com

32. GENERAL CONDITIONS

32.1 The supplies of the MATERIALS shall be as per the guaranteed specifications. However, for any deviations in exceptional cases, in the Certificate of Sampling and Analysis at the Loadport, referred to in hereinabove, from the quality specifications laid down, the SELLER shall allow price adjustments (as per annexure II) in his invoice covering the delivery of the MATERIALS in the consignment where such deviations are noticed.

32.2 Utmost precaution shall be exercised by the SELLER at the time of delivery of each consignment to ensure that the Guaranteed Specifications stipulated of Technical

Specifications are strictly complied with. The Purchaser reserves the right to terminate the contract in case there are deviations from the Guaranteed Specifications.

- 32.3** Subject to the term and conditions set out herein, purchase shall be made to the lowest bidder (L1). Buyer reserves the right to modify and amend the terms & conditions and announce the same at any time before the e-tender concludes. Announcements during the e-tender on the website and/or by facts including announcement of any additional conditions or correction in the catalogue and/or additions or deletions of items being offered for purchase are binding on the bidder.
- 32.4** Any bidder willing to participate in the tender opening process, may attend directly or depute their representative through proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures.
- 32.5** Participation and bidding in this tender shall be treated as conclusive evidence of the fact that bidder has understood the terms and conditions of tender. The imported cargo shall be procured for use of Steel Plant and all terms & conditions shall be on back to back basis with the actual user. The actual user shall consume the imported lime stone in its steel plant for SMS operation. In case of any dispute quality, quantity or any other claim, the actual user shall intimate MMTC and MMTC shall thereafter takeup the matter with the Seller. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of e-tender including the amendments if any, prevailing at the time of tender. Buyer and C1 India will not entertain any complaints or objections once bid is placed.
- 32.6** In the event of failure on account of signing of contract within 3 calendar days from the date of issuance of contract by MMTC, the Buyer reserves the right to invoke the bank guarantee submitted by the bidder as EMD. The Buyer also reserves the right to debar such bidder from participating in any future e-tender of MMTC or any other action as deemed fit.
- 32.7** The BG issuing bank must have a net worth of atleast Rs.500 Crore and Capital Adequacy Ratio of at least 9%. The BG shall be issued by a scheduled commercial bank excluding Gramin bank, cooperative banks, Nainital bank and Dhanlakshmi Bank.
- 32.8** MMTC shall have the right and authority to review / modify / amend any condition / format of this tender.
- 32.9** After finalization of the purchase price, MMTC will arrange to send standard purchase contract to the seller for signatures.
- 32.10** After receipt of signed contract from MMTC through fax/e-mail, the buyer will put their authorized signature with seal and send the signed contract to MMTC within three working days.
- 32.11** If for any reason, the seller fails to send the signed contract or fails to open the requisite Performance Guarantee (BG) for appropriate value, MMTC reserves the right to encash the EMD available with MMTC.
- 32.12** Notwithstanding anything specified in these tender documents, MMTC Limited at its sole discretion, unconditionally and without having to assign any reason, reserves the following rights:
- (i) To accept or reject the lowest offer or any other offer or all the offers,
 - (ii) To accept any offer in full or in part,
 - (iii) To procure the tendered quantity from more than one bidder.

- (iv) To reject the offers not conforming to the tender terms without further correspondence.
- (v) To reject the offer of past supplier(s) with unsatisfactory track record.
- (vi) To increase the tendered quantity if suitable bids are received.

33. FORCE MAJEURE:

If either the SELLER or the PURCHASER be prevented from discharging its or their obligation under this Acceptance to Tender by reason of arrests or restraints by Government of people, war blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God, Plague or other epidemics, destruction of the MATERIAL by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times not exceeding one month, during which production, loading or discharge is prevented by any such causes as herein above mentioned. The party invoking protection under this clause shall within 15(fifteen) days of the occurrence of force Majeure causes put the other party on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Seller on the cessation of the force Majeure clause immediately but in any case within a period of two weeks.

Should there be any interruption in the delivery of the MATERIAL due to force Majeure circumstances detailed in Para herein above, it is hereby mutually agreed between the PURCHASER and the SELLER that the period of off take of the MATERIAL by the PURCHASER/period of delivery of the MATERIAL by the SELLER shall automatically stand extended by a period equal to the actual duration of the causes interrupting the off-take by the PURCHASER and/or delivery of the MATERIAL by the SELLER, however, not exceeding one month plus a period of two weeks to enable the affected party to make suitable arrangements for resumption of shipment.

34. ARBITRATION

All disputes arising between the parties (Buyer and Seller) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act, 1996 of India. The reasoned award made in pursuance there of shall be binding on the parties, the venue of arbitration shall be Bhubaneswar. Only the courts at Bhubaneswar shall have the jurisdiction over the disputes in relation to and arising out of the tender. The applicable Laws shall be Laws of India.

35. FRAUD PREVENTION

(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S):

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(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 on MMTC's website at <http://mmtclimited.com> 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)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees 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)/Vendor(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)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(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: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or "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)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(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 this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

CHEMICAL AND PHYSICAL SPECIFICATIONS FOR LOW SILICA LIMESTONE

Lot No.1: 30,000 MT at Paradip Port

	<u>Chemical Composition</u>	<u>Physical Composition</u>	
CaO	48% basis. Rejection below 47%. Acceptable up to 47% with penalty	Size 10-50MM)	
SiO ₂	5% Max. Rejection above 6%. Acceptable up to 6% with penalty.	+50 MM	5%(Max.) acceptable up to 10% with penalty.
Al ₂ O ₃	1% Max. Acceptable up to 1.2% with penalty. Rejection above 1.2%.	-10 MM	5%(max) acceptable up to 10% with penalty.
Alkali	0.4% Max. Rejection above 0.4%		

ANNEXURE-II

PRICE ADJUSTMENT FOR DEVIATION FROM SPECIFICATIONS : Tolerance levels & Penalties

1) Chemical composition

Element	Required level	Tolerance level	Penalty amount
CaO	48% Min	Less than 48% & up to 47%	@2% of CNF price for every 0.1% decrease or part thereof.
SiO2	5% Max	More than 5% & up to 6%.	@2% of CNF price for every 0.1% increase or part thereof. Rejection above 6%
Al2O3	1% Max	Up to 1.2%	@2% of CNF price for every 0.1% increase or part thereof. Rejection above 1.2%
Alkali	0.4% Max	Zero tolerance level. Rejection above 0.4%.	

2) Physical composition

Size	Tolerance level	
-10 MM	5% Max, acceptable up to 10%.	@ 2% of CNF price for every 1% or part thereof increase.
+50 MM	5% Max, acceptable up to 10%.	@ 2% of CNF price for every 1% or part thereof increase.

- 3) Material shall not be loaded & shipped if the Chemical & other specifications, as per load port analysis do not conform to the specification stipulated in Annexure I. Material having a decrepitating value more than 3.5% should not be loaded & shipped by the supplier.
- 4) Material shall not be loaded & shipped if the size fractions, as per load port analysis do not conform to the specification stipulated above. If as per discharge port analysis the lot does not satisfy the above stipulated limits and the lot is rejected, the rejected lot will not be returned back to the supplier. For the rejected lot, 90% payment already made minus USD 10,000 (i.e. the PBG amount) would be treated as full and final and no payment shall be made from balance 10%. In addition, PG submitted by the supplier shall be forfeited/encashed

SHIPPING TERMS

1. The Sellers will arrange for chartering suitable vessels to load the agreed quantity in a ship load and the Sellers are responsible for fulfilling the conditions of the Charter Party at the loading port and the Buyers or their nominees are responsible for fulfilling the conditions of the Charter Party at the discharging port.
2. In case chartered ships are utilized, the maximum use of Indian ships shall be made by the Sellers subject to Indian vessels being available at competitive freight rates. Availability of Indian vessels shall be ascertained from the Chief Controller of chartering, Ministry of Surface Transport (CABLE ADDRESS: TRANSCART, NEW DELHI, Fax No: 91-11-23718614), sufficiently in advance. It is further agreed that specific enquiries for offer of Indian tonnage shall be replied within three clear days of receipt of enquiry by the Chief Controller of Chartering, New Delhi.
3. Vessels will be chartered for discharging at Paradip Ports.
4. The Master shall give 24 hours notice of ETA to MMTC Paradip and MMTC Bhubaneswar.
5. A sailing intimation shall be sent by the Master to MMTC Limited New Delhi, MMTC Paradip and MMTC Bhubaneswar on vessel leaving loading port, giving sailing date, speed, commodity, total quantity loaded and estimated time of arrival at discharge port. Master shall also intimate MMTC Paradip and MMTC Bhubaneswar two days after sailing from loading port, giving latest expected time of arrival at port of discharge.
6. Master shall give expected dates of arrival to MMTC Paradip and MMTC Bhubaneswar (Fax No. 0674-2546847, 06722-222123) 96/48/24 hours before vessel is due to arrive at Paradip ports.
7. Cost of shifting to second berth (if used) including fuel, to be for Owners account and time used in shifting not to count as laytime.
8. Vessel shall have Test Certificate covering vessel's gears in accordance with International Dock Safety Convention valid for the duration of the Charter. Vessel shall be less than 15 years age.
9. For Paradip Port : The cargo shall be discharged at the rate of 5,000 Mts Per WWDSHINC for single decker vessel basis five workable hatches and prorata for less number of workable hatches. Time shall begin to count from 12 running hours after vessel's arrival within port limits and notice of readiness tendered and accepted during official working hours at Paradip Port reported in free pratique whether in berth or not.
10. Rigging gangs employed at discharging port shall be on the Owner's/seller's account.
11. Vessel chartered shall be suitable for grab discharge and no cargo is to be loaded in twin decks, deep-tanks, wings tanks or bunker spaces or other place inaccessible to grabs. The Master shall have liberty of loading in such spaces for the purpose of stability of the vessel but any extra time used and additional expenses incurred by reason of loading into and or discharging, from such spaces not easily accessible are to be for Owners' account and the discharge rate for this cargo will

be reckoned at half of the specified rate of loading/ discharge for the purpose of working of laytime. Vessel to provide power to shore grabs, if required.

12. Vessel shall be left in sea-worthy trim to shift between port and berths to Master's satisfaction at Seller's expense.
13. Cost of first opening and last closing of hatches shall be for Sellers' account, and time used shall not count for all opening and closings of hatches.
14. Owners shall undertake that vessel's arrival draft at Paradip port not to exceed 11 Metres. In case of any lightening over 11 metres draft arrival, same will be on Owner's/Seller account and time used not to count as laytime.
15. The Owners guarantee that the vessel is fitted with cargo gear, winches and derricks capable of handling lifts of not less than 5.0 tons.
16. Discharging port shall be Paradip port. The Master of vessel shall intimate MMTC Paradip and MMTC Bhubaneswar latest on vessel giving 96/48/24 hours' notice of ETA.
17. The vessel shall give free use of all available gear for discharging and also lights for night work as on board winchmen from crew to be used if permitted otherwise, shore winchmen to be for Buyers' account. Buyers' privilege discharging over side, Owners allowing free use of gear, winches and derricks.
18. Owners shall give name of agents at discharging port(s) to MMTC Bhubaneswar within 48 hrs after sailing of the vessel from loadport or atleast 48 hrs before ETA of the vessel at discharge port, whichever is earlier.
19. The Sellers shall pay to the Buyers or their nominee at the rate as mentioned in the Charter Party per day and pro-rata for part of a day for all lay time saved at discharge port. Demurrage/Despatch rate shall not exceed equivalent to US\$ 6000/3000 per day. In case such rates are higher than US\$ 6000/3000 per day, prior approval of the buyers should be obtained.
20. MMTC/the end user shall sign the statements of facts and other customary documents together with the Master of the Vessel and ships agents.
21. The Sellers undertake to advise MMTC Bhubaneswar the name of vessel, total quantity loaded, the date of vessel's sailing, speed, estimated draft before and after, expected date of arrival at the Indian Port(s), full name and postal address of the owners of the vessel and name and postal address of their agents in India within 48 hours of the sailing of the vessel.
22. 12 copies of the Charter Party to cover each shipment shall be sent to the Buyers by Sellers within 24 hrs of the sailing of the vessel.
23. Overtime for the account of the party ordering it. Officers' and Crews' overtime to be always on Owners' account. Overtime if ordered by disport authorities to be shared equally between shipowner or sellers and Receivers.
24. Sellers shall ensure that liberties, victories and other war built vessels are avoided for the shipment of the cargo. They should also not seek vessels of more than 15 years age. In case of necessity of

booking vessels older than 15 years the Sellers shall take the prior approval of the Buyers and overage insurance premium would be on Seller's account.

25. Vessel should be single decker. Vessel should be suitable for grab discharge. For any relaxation of the above conditions, prior approval of buyers should be obtained.
26. Before, finally confirming the vessel, approval from MMTC will be obtained giving full details of the vessel and other relevant details as per GIC proforma for obtaining GIC approval and others like despatch/demurrage etc.
 - whether ISM regulation has been complied with and validity period
 - Name of Hull Underwriters, if vessel not insured. Reasons therefore
 - Name & full address of the Disponent owners if any
 - Name of the vessel with ex-name, if any
 - Flag Classification
 - Year Built/ GRT/NRT
 - Name of the Registered owners
 - Name of the Manager, if any
 - / Name of the P&I club of the vessel operator names above
 - Name of the Characters, if any
 - Whether voyage charter or time charter
 - Loading port/discharging port
 - Nature of cargo
 - Name & address with Tel. No. & Fax No. of the agent at loading port
 - Name of the supplier
 - On whose behalf Bill of Lading is to be signed (name of the company to be mentioned)
 - Name of the underwriters.
27. Overage insurance premium if any, due to vessel's age, class and flag shall be to suppliers account.
28. Seller shall be liable to furnishing all relevant vessel particulars to enable the buyer to obtain General Insurance Corporation (GIC) approval before the vessel is finally accepted. Any extra premium charged by the insurance company towards non-approval of vessel would be to Seller's account.
29. Vessel to consigned to receivers agents at disport for entry with port and customs. Owner paying customary agency fee.
30. All vessel related charges including composite berth hire charges to be on owners account.
31. The terms as per contract would override terms of individual charter party unless deviations are specifically accepted.
32. Vessel shall be dry, clean. free pratique from residue of previous cargo duly certified by a reputed recognized inspection agency.
33. Sellers shall be responsible to buyers for any/ all acts of omission and commission by or on behalf of ship owners.
34. In case of damage to vessel at discharge port, the seller shall settle any claim with the stevedore.

ANNEXURE-IV

PRICE BID (LOT 1 : 30,000 MT (+/- 10%) at Paradip Port)

1. To be filled by the suppliers in Electronic Form ONLY. Submission in Physical Form, e-mail etc. will result in rejection of the offer.
2. The Price Bids has to be filled in for Paradip cargo. Partial Offer will not be accepted and the offer will be rejected.
3. For C&F (FO) Offer has to be made for 1) Non-CQD i.e as per discharge / demurrage terms as mentioned in the tender terms.

LOT 1: 30,000 MT (+/- 10%) at Paradip Port

1) Name of Mine/Reserves with its Location	:	_____
2) Name of Seller with Address and Port of Shipment	:	_____
3) Price (PMT) – 1) Discharge Rate / Demurrage Terms, as specified in Tender	:	a) FOB Price _____ (USD/PMT) b) Ocean Freight _____ (USD/PMT) c) Other Charges (PI Specify) _____ (USD/PMT) TOTAL (a+b+c) above _____ (USD/PMT)

Authorized Signature with official seal

Date: _____

SECTION-II

APPENDIX-I

PROFORMA FOR BANK GUARANTEE FOR EMD

(On a stamp paper of applicable amount to be executed by a Bhubaneswar Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Nainital Bank or Dhanlaxmi Bank)

Sub: Global tender No. _____

**The Additional General Manager ,
MMTC Limited,
Alok Bharati Complex, 7th Floor,
Sahid Nagar, Bhubaneswar-751007, Odisha**

Sir,

WHEREAS, **MMTC Limited, Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007 , Odisha** (hereinafter referred to as MMTC) has invited bids vide Global E-Tender No. _____ dated _____ 2016 (hereinafter referred to as Invitation to Bids) for supply of 30,000 MT +/-10% Limestone (Low Silica).

1. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to US\$ 5,000 (Five Thousand only) in favour of MMTC, Bhubaneswar in the form of a Bank Guarantee of US\$5,000 with a validity till 6 months from date of issue
2. AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, Bhubaneswar up to and not exceeding the sum of US\$ _____ with a validity till 6 months from date of issue and that the Bidder M/s. _____:-
 - a) shall keep his offer firm and valid for acceptance by MMTC as per tender against which offer is made.
 - b) Shall sign the purchase contract forwarded by MMTC within three calendar working days.
 - c) shall in the event of the offer being accepted by MMTC, bidder shall establish a performance bank guarantee as per the tender.
 - d) shall further arrange to ship the confirmed quantities as per the purchase contract as per the delivery schedule.
 - e) Any other conditions as stipulated by MMTC from time to time.
3. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, Bhubaneswar, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of US\$ _____. This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.
4. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ 5,000 only without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by _____ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.

5. The payment shall be made to MMTC Bhubaneswar across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
6. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$5,000 only.
7. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
8. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).
9. The liability of this bank shall discharge upon receipt of US\$ 5,000 only by MMTC.
10. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially for a period of 6 months_ and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.
11. This Guarantee is governed by the Laws of India and comes into force forthwith.
12. 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 by the Bank.

Signature : _____

Name and code : _____

Designation: _____

Seal of the Bank : _____

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of applicable amount to be executed by a Bhubaneswar Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Nainital Bank or Dhanlaxmi Bank)

Sub: Global tender No. _____

**The Addl. General Manager ,
MMTC Limited, A
Alok Bharati Complex, 7th Floor,
Sahid Nagar, Bhubaneswar-751007**

Sirs,

- 1) WHEREAS, MMTC Limited, , **MMTC Limited, Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007, Odisha** having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (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 WHEREAS 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 US Dollars _____.
- 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 up to and not exceeding the sum of US Dollars _____ 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 US Dollars _____ 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 thereto 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 Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars _____. Our Guarantee shall remain in force up till 6 months from issue.
- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing within 6 months from date of issue.
- 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 of 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 Dollars _____ only by MMTC.
- 11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the 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 have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2016

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)

**PROFORMA FOR AUTHORITY FROM ESTABLISHED LOW SILICA LIME STONE
PRODUCER (Mine Owner) OWNING LIMESTONE MINE**

To,

Dated: _____ 2016

**The Addl General Manager ,
MMTC Limited,
Alok Bharati Complex,
7th Floor, Sahid Nagar,
Bhubaneswar-751007, Odisha**

Dear Sir,

Sub: Global tender No. _____

We (Name & Address of the producer)an established and reputed Lime Stone producer (mine owner) of(Place) owning(Name of Mine) Limestone mine(s) do hereby authorize M/s (Name and address of Supplier) to make an offer on our behalf, in response to this Invitation to bid:

1. Details of Mine.
2. Offered Quantity.
3. Specifications of Limestone offered against this tender.
4. Delivery period.

No company/ firm or individual other than M/s(Name of Supplier) is authorized to represent us in regard to this business against this specific bid.

We hereby extend our full guarantee and warranty for the Limestone offered for supply against this Invitation for Bid by the above firm.

Yours faithfully,

(NAME)

for & on behalf of M/s.....
(Name & Address of the Limestone producer)

(On Company Letterhead)

Ref: Global tender No. _____

**The Additional General Manager ,
MMTC Limited,
Alok Bharati Complex,
7th Floor, Sahid Nagar,
Bhubaneswar-751007, Odisha**

Sub: Undertaking on Performance Bank Guarantee

Dear Sir,

We hereby agree and undertake that we shall furnish a performance guarantee bond in the form of a Bank Guarantee (as per format at Appendix-II) in favour of MMTC Limited within 10 calendar days from the date of issuance of signed sale contract by MMTC Limited. In case, we fail to furnish performance guarantee, MMTC Limited shall be at liberty to invoke / encash EMD and also to take appropriate action as deemed fit.

Thanking you,

Yours faithfully,

(Authorized Signatory)

STATEMENT OF DEVIATION FROM SPECIFICATIONS AND BID TERMS

The following are the particulars of deviations from the requirements of the bidding terms and conditions, specifications and Draft Agreement.

CLAUSE/PARA	DEVIATION	REMARKS (including justification)
1.		
2		
3		

We, hereby, declare that there are no deviations from the tender terms and conditions other than those mentioned above.

Dated -
Signature and seal of the Bidder

NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations"

PERFORMA FOR SHIPPING/LOADING DETAILS

1. Details of The Bidder		
Name of the Bidder	Address	
2. Details of Low Silica Limestone offered		
Shipment Schedule (see Art 7 of Section – I)	Quantity (MT)	Country of Origin of Limestone (SMS Grade)
3. Name and Location of : Port of Loading	:	
3.1 Bidder's confirmation that the above mentioned Loadport conforms to the International Ship and Port Facility Security (ISPS) code stipulated by the International Maritime Organization.	:	
4. Restrictions, if any, :(as to vessel dimensions etc.) at the Port of Loading, type and size of vessel	:	
5. Lime Stone Loading facilities at the : Loadport (Viz. whether Automatic/ manual ship loaders, shore grabs etc.)	:	
6. Clearance dimensions of the Lime stone loading gantries	:	
7. Sailing draught at the Loadport	:	
8. Amount of Taxes/ Levies/ Dues, if any, payable by ship-owners at the Port of Loading	:	
9. Stowage Factor	:	

The bidder agrees to comply with the International Ship and Port facility Security (ISPS) Code stipulated by the International Maritime Organization, which has come into effect w.e.f. 1st July'2004. Failure on the part of the bidder to comply with the ISPS Code's requirements and/or the Loadport not conforming with the ISPS Codes as stated in the tender hereinabove and any delays caused by such failures shall be to the bidder's account.

Note: Filled in proforma to be submitted by the Bidder with Techno-Commercial Bid.

NAME & SIGNATURE OF
THE AUTHORISED SIGNATORY OF THE BIDDER
(NAME OF THE BIDDER)

CHEMICAL AND PHYSICAL SPECIFICATIONS FOR LOW SILICA LIMESTONE**Lot No.1 : 30,000 MT at Paradip Port**

	<u>Chemical Composition</u>	<u>Physical Composition</u>		<u>Offered Specs</u>
CaO	48% basis. Rejection below 47%. Acceptable up to 47% with penalty	Size 10-50MM)		
SiO ₂	5% Max. Rejection above 6%. Acceptable up to 6% with penalty.	+50 MM	5%(Max.) acceptable up to 10% with penalty.	
Al ₂ O ₃	1% Max. Acceptable up to 1.2% with penalty. Rejection above 1.2%.	-10 MM	5%(max) acceptable up to 10% with penalty.	
Alkali	0.4% Max. Rejection above 0.4%			



touching lives, adding value

CIN:L51909DL1963GOI004033

Regional Office : Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007

Phone : (0674) 2546848,2541747 Fax : (0674) 2546847,

E-Mail: mmtcbsr@mmtclimited.com, Web: www.mmtclimited.gov.in

MOA NO. Dated:

This agreement is entered on between **MMTC Limited, Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007, Odisha** hereinafter called the Buyer (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the **FIRST PART** and M/s.....hereinafter called the Seller (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the **SECOND PART**.

Whereas the Buyer has issued Email /Letter of Intent datedin favour of seller for shipment.

WHEREAS the SELLER has agreed to sell and the BUYER has agreed to buy from the SELLER the following quantity of **Limestone** on the terms and conditions hereinafter mentioned.

Now it is hereby mutually agreed and declared between the parties here to as follows:-

SECTION I

ARTICLE 1: COMMODITY	: Limestone
ARTICLE 2: QUANTITY	: 30,000 MT(+/-10%) at seller's option destination Paradip port , India. Partial Shipment or Bid offering partial quantity shall be rejected.
ARTICLE 3: SPECIFICATIONS	: Detail at Annexure I
ARTICLE 4: ORIGIN	: Overseas
ARTICLE 5: PORT OF DISCHARGE	: 30,000 (+/-10%) MT at Paradip Port, India
ARTICLE 6: PORT OF SHIPMENT	: Any main port
ARTICLE 7: SHIPMENT PERIOD	: JANUARY 2017-FEBRUARY 2017

ARTICLE 8: PERFORMANCE GUARANTEE:

THE PURCHASER shall issue a Letter of Intent (LOI) to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format at Appendix-II)/ through fund transfer for an amount of USD 10,000 (USD Ten Thousand Only) within 3 working days of issuance by the purchaser of contract, The Seller shall forward to purchaser duly signed and stamped contract for signature by the Purchaser. The performance Bank guarantee as per our pro-forma shall reach the purchaser within 10 working days from the date of issue of signed contract. PBG shall be issued by any scheduled commercial bank in India (other than Co-operative banks, Gramin Bank, Nainital Bank and Dhanlakshmi Bank) Bhubaneswar Branch. The PG Bond shall be kept valid till 28th February 2017. Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. can be invoked.

In the event of the failure of the Bidder to furnish PG Bond in the prescribed form and/or within the stipulated time, MMTC shall have the right to forfeit the EMD furnished by the Bidder, without prejudice to further recourse for breach of the Agreement. In such an event the Purchaser may make award to the next Bidder or may invite fresh Bids or may decide as deemed fit.

MTPL, Singapore being a Subsidiary of MMTC is exempted from submission of above Performance guarantee. However, MTPL shall arrange to obtain similar Performance Guarantee from their back-up supplier.

ARTICLE 9: PRICE TERMS:

IN USD ON THE BASIS OF C&F (FO) PARADIP WITH BREAK-UP OF FOB PRICE AND FREIGHT COST

ARTICLE 10: SAMPLING AND ANALYSIS:

The SELLER/PRODUCER(MINE OWNER) shall, at his own expense, arrange to carry out at the load port, the sampling and analysis of the MATERIALS in lots of 4000 MT, in accordance with the relevant Indian Standard Specifications through the independent inspection agency at the loadport, to be nominated by the SELLER/PRODUCER(MINE OWNER) and approved by the PURCHASER. The SELLER/PRODUCER (MINE OWNER) shall tender the material for sampling & analysis to be undertaken by independent Inspection agency and shall render all assistance in this regard to the above nominated agency. The PURCHASER may, at his option and at his own expense, depute his representative(s) to witness the sampling and analysis by the independent inspection agency at load port and may also obtain a part of the Load port sample for testing. The SELLER/PRODUCER (MINE OWNER) shall provide necessary assistance in this regard to the PURCHASER'S representative(s).

The SELLER shall furnish to the PURCHASER the Certificate of Sampling and Analysis issued by the independent inspection agency at the loadport indicating the specifications at Annexure-I.

a) LOAD PORT ANALYSIS:

The SELLER/PRODUCER(MINE OWNER) shall furnish to the PURCHASER the Certificate of Sampling and Analysis issued by the independent inspection agency at the loadport indicating the Technical specification indicated at **Annexure – I**.

Quality / Quantity analysed by Independent Agency and the certificate so submitted at Load Port by the Inspection agency as approved by the PURCHASER, shall form the basis for the SELLER/PRODUCER (MINE OWNER)'s Invoice for claiming 90% of invoice value, which shall be duly adjusted based on the discharge port analysis certificate. The seller/producer shall indicate any one of the agencies from the list for undertaking loadport analysis.

The Certificate of Sampling and Analysis shall be got prepared in 8(eight) copies, of which 6(six) copies shall be air-mailed by the SELLER / PRODUCER (MINE OWNER) to the PURCHASER within 7(seven) days from the date of Bill of Lading in respect of the consignment and the remaining 2(Two) copies shall be submitted by the SELLER / PRODUCER (MINE OWNER) alongwith other shipping documents for drawing payment.

The Certificate should clearly specify that the Limestone loaded on the vessel, sample of which was analysed by the Independent Inspection Agency at Loadport is Limestone from the specified mine.

The results of analysis of the MATERIALS carried out by the approved independent inspection agency shall form the basis of the SELLER/PRODUCER (MINE OWNER)'S invoice for 90% of the provisional payment.

b) DISCHARGE PORT ANALYSIS:

The Purchaser shall at its cost will carry out at the discharge port sampling of the material delivered in each consignment through independent Inspection Agency. Such analysis report shall be binding on both the parties for release of balance payment of the invoice value of each shipment after making necessary adjustments towards rebate / diminution / penalty/ LD as per the terms of the tender. Utmost precaution shall be exercised by the SUPPLIER at the time of shipment of each consignment to ensure that the Specifications stipulated in Annexure –I of the tender are strictly complied with. The PURCHASER reserves the right to terminate the offers in case there are deviations from the stipulated Specifications.

The Purchaser shall make payment towards the balance 10% of CIF value based on the discharge port results after adjusting the 90% provisional payment already released based on loadport results.

c) LIST OF INDEPENDENT INSPECTION AGENCIES:

- 1) M/s Mitra S.K. Pvt Limited.
- 2) M/s Superintendence Company of India (Private) Limited.
- 3) Italab India Limited
- 4) SGS
- 5) Inspectorate Griffith India Pvt Ltd

ARTICLE 11: PRICE ADJUSTMENT:

The supplies of the MATERIALS should be as per the guaranteed specifications specified in Annexure I of the tender. However, for any deviations in exceptional cases, in the Certificate of Sampling and Analysis at the Loadport and Discharge port from the quality specifications laid down in Annexure-I to this tender, the SELLER/PRODUCER (MINE OWNER) shall allow rebate(s)/diminution in price in his invoice covering the delivery of the MATERIALS in the consignment where such deviations are within permissible limits. The price adjustment for the deviations in specifications shall be as per **Annexure-II**.

ARTICLE 12: CHARGEABLE WEIGHT :

THE SUPPLIER shall, at his cost, determine the weight of the materials delivered at the port of loading by means of draught survey which shall be conducted by the independent Inspection Agency at the loadport, appointed by the SUPPLIER and approved by the PURCHASER who shall issue the Certificate of Loadport Draft Survey Weight. The Supplier may, at his option and at his own costs & expenses, depute his representative to be present at the time of determination of the Destination Port Draft Survey Weight.

Supplier's Invoice Weight for each consignment shall be accepted as final, if the destination Port Draft Survey weight for that consignment is within (-) 0.5 % of the Supplier's Invoice weight . If the destination weight is found to be more than the Invoice weight, the payment shall be restricted up to the Invoice weight. In case the destination weight is found to be less and the difference with the

Invoice weight is found to be greater than 0.5% of the Invoice weight, the destination weight shall be final for the purpose of payment.

ARTICLE 13: TERMS OF DELIVERY:

The period of delivery is the essence of this tender. Immediately after acceptance of LOI in case of C&F contracts the Seller shall charter suitable vessel and Marine Insurance shall be covered by the Purchaser.

The Seller take necessary steps to ensure that sufficient quantity of material is ready for delivery at the load port to enable the vessel to off take the ordered quantity within the delivery period. For any delay in clearance at the port of destination on account of non supply of shipping documents in time and / or due to faulty documents, the Seller would be held responsible for any demurrage, port rent etc. which the purchaser may become liable to pay to the authorities at the discharge port in India.

ARTICLE 14: PAYMENT TERMS :

The payment of the price of the MATERIALS delivered by the SELLER/PRODUCER shall be made by the PURCHASER in US Dollars by means of an Irrevocable without Recourse to Drawer Letter of Credit providing for payment of the following:

SET OF DOCUMENTS TO BE PROVIDED FOR 30,000 MT (+/- 10%) CARGO TO BE DISCHARGED AT PARADIP:

90% of the C&F (FO) value of the material at sight on presentation of the following documents.

- a) 3/3 sets of original clean on Board Bill(s) of Lading made out “ To order “ and blank endorsed marked Notify “MMTC Limited, Bhubaneswar Regional office, Alok Bharti complex, 7th floor, Sahid Nagar, Bhubaneswar – 751-007”. The Bills of Lading to be issued by Ocean Lines/Master/Agents only. House BL’s or any other BL’s are not acceptable
- b) Bill(s) of Lading marked “Freight Pre-paid” as per Charter Party” will be acceptable.
- c) Signed Commercial Invoice - in Triplicate.
- d) 2 Original and 3 Copies of Certificate of Sampling and Analysis issued by the independent inspection agency mutually agreed by seller and purchaser at loadport clearly specifying that the sampling and analysis pertains to the named low silica limestone loaded on the vessel. On no account, the Analysis result of any technical parameter shall exceed the absolute maximum/absolute minimum tolerance limit stipulated under Technical Specifications as indicated at Annexure-I to this Tender.
- e) 2 Original and 3 Copies of Certificate of Weight issued by an Independent Analyst at Load Port.
- f) 2 Original and 3 Copies of Certificate of Origin issued by recognized Chamber of Commerce of exporting country in duplicate.
- g) Loadport Draft Survey Weight Certificate issued by the independent inspection agency at load port - in triplicate.
- h) SELLER’S Certificate-in quadruplicate, confirming that (a) two non-negotiable copy of the Bill of Lading (b) two non-negotiable copies of Commercial Invoice; (c) six copies of the Certificate of Sampling and Analysis at loadport; (d) two copies of Certificate of Origin; (e) two copies of Loadport Draft Survey Weight Certificate and (f) copy of SELLER’S Fax/e-mail advice of shipment to the PURCHASER, have been sent through Courier Service directly to the PURCHASER at MMTC Limited , Bhubaneswar Regional office, Alok bharti complex, 7th floor, Sahid Nagar, Bhubaneswar – 751-007 within seven days from the date of Bill(s) of Lading. Seller to submit acknowledgement receipt issued by courier alongwith certificate.
- i) Copy of SELLER’S FAX/e-mail advice of shipment to the PURCHASER referred to in

- quadruplicate detailing documents mentioned at (a) to (g).
- j) Within 3 (three) days from the date of Bill of Lading, the SELLER shall send through Courier Service, direct to the **BHUBANESWAR REGIONAL OFFICE** “ Addressed to Sri. **M.K.Misra (AGM-Minerals); ALOK BHARTI COMPLEX, 7TH FLOOR,SAHID NAGAR, BHUBANESHWAR - 751-007, ODISHA** the following documents :
- (1) Three non-negotiable copies of Bill of Lading .
 - (2) Three signed copies of Commercial Invoice.
 - (3) Three copies of the Certificate of Sampling and Analysis at loadport.
 - (4) Three copies of the Certificate of Weight at loadport.
 - (5) Three copies of Certificate of Origin.
 - (6) One Copy of SELLER’S FAX/e-mail advice of shipment to the PURCHASER.
- k) The SELLER shall email copies of signed and stamped Bills of Lading, Commercial Invoice, Certificate of Sampling and Analysis, Certificate of Origin and Loadport Draft Survey Certificate, Seller’s Certificate and Seller’s shipment advice to the PURCHASER at e-mail mkm@mmtclimited.com; lmbagga@mmtclimited.com within 5 working days after the Bill of Lading Date.
- l) The Invoices so raised by Seller should follow provisions of contract.
- m) Balance 10% C&F (FO) value shall be made as per the discharge port sampling, analysis and draft survey weight after making necessary price adjustments for variations, if any, mentioned in at Annexure II.
- N) All bank charges at the SELLER/PRODUCER'S end shall be borne and paid for by the SELLER/PRODUCER. All bank charges at the PURCHASER'S end shall be borne and paid for by the PURCHASER. In case of amendment of LC on request of Seller, the charges so incurred shall be payable by Seller. Confirmation of the L/C can be arranged at the cost of the seller. Transferable L/C is not permitted. L/C shall provide for payment on sight on submission of standard shipping documents duly complying with the provisions of terms of Letter of Credit.

ARTICLE15: SHIPPING TERMS:

The terms and conditions for delivery of the material on C&F (FO), basis destination port are given at **Annexure-III**.

ARTICLE 16: INSURANCE:

Insurance shall be covered by the buyer under buyers standard shipment policy. However, the seller will have to send a mail containing shipment details within 24 hours to the buyer / Insurance agent as specified by the buyer. Format of such mail / fax, shall be provided by the buyer.

ARTICLE 17: LIABILITY OF GOVT. OF INDIA:

It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SELLER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed *that* the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the SELLER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this tender and covenants

not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this tender.

ARTICLE 18: TAXES & DUTIES:

The SELLER shall be entirely responsible for all taxes, Stamp duties, License fees and other such levies imposed outside the Purchaser's country.

ARTICLE 19: EXPORT LICENCE :

It shall be the responsibility of the SELLER to obtain the requisite Export License and comply with other relevant laws of his country for export of the MATERIALS and he shall keep the PURCHASER indemnified for any losses which accrue to the PURCHASER because of any defect therein.

ARTICLE 20: RISK PURCHASE :

In case the SELLER fails to provide the materials for delivery by the time agreed upon or should the SELLER in any manner or otherwise fail to perform the agreement, the PURCHASER shall have the right to get the material from alternative sources, at the risk and cost of the SELLER. The purchase of the material from alternative sources as stated hereinabove may be either for whole or part of the contracted quantity. The purchaser shall have the right to recover the difference in prices by invoking the performance guarantee.

ARTICLE 21: LIQUIDATED DAMAGES :

In the event of the SELLER'S failure to deliver the required MATERIALS within the stipulated time, the SELLER shall have to pay as liquidated damages (and not by way of penalty), a sum equivalent to one percent of the price of any MATERIALS which the SELLER has failed to deliver, as aforesaid, for each and every month of delay or part thereof provided, however, such liquidated damages shall not apply to any period of extension granted by the PURCHASER/under Force Majeure conditions. The maximum amount of Liquidated Damages levied on any shipment will not exceed 5% of the value of the MATERIALS in that shipment. Delivery of the MATERIALS after the same shall become liable for levy of liquidated damages under this Clause and shall not operate as a waiver of Purchaser's right to levy liquidated damages.

ARTICLE 22: GENERAL CONDITIONS

- 22.1. The supplies of the MATERIALS shall be as per the guaranteed specifications. However, for any deviations in exceptional cases, in the Certificate of Sampling and Analysis at the Loadport, referred to in hereinabove, from the quality specifications laid down, the SELLER shall allow price adjustments (as per annexure II) in his invoice covering the delivery of the MATERIALS in the consignment where such deviations are noticed.
- 22.2. Utmost precaution shall be exercised by the SELLER at the time of delivery of each consignment to ensure that the Guaranteed Specifications stipulated of Technical Specifications are strictly complied with. The Purchaser reserves the right to terminate the contract in case there are deviations from the Guaranteed Specifications.
- 22.3. Subject to the term and conditions set out herein, purchase shall be made to the lowest bidder (L1). Buyer reserves the right to modify and amend the terms & conditions and announce the same at any time before the e-tender concludes. Announcements during

the e-tender on the website and/or by facts including announcement of any additional conditions or correction in the catalogue and/or additions or deletions of items being offered for purchase are binding on the bidder.

- 22.4. Any bidder willing to participate in the tender opening process, may attend directly or depute their representative through proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures.
- 22.5. Participation and bidding in this tender shall be treated as conclusive evidence of the fact that bidder has understood the terms and conditions of tender. The imported cargo shall be procured for use of Steel Plant and all terms & conditions shall be on back to back basis with the actual user. The actual user shall consume the imported lime stone in its steel plant for SMS operation. In case of any dispute quality, quantity or any other claim, the actual user shall intimate MMTC and MMTC shall thereafter take up the matter with the Seller. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of e-tender including the amendments if any, prevailing at the time of tender. Buyer and C1 India will not entertain any complaints or objections once bid is placed.
- 22.6. In the event of failure on account of signing of contract within 3 calendar days from the date of issuance of contract by MMTC, the Buyer reserves the right to invoke the bank guarantee submitted by the bidder as EMD. The Buyer also reserves the right to debar such bidder from participating in any future e-tender of MMTC or any other action as deemed fit.
- 22.7. The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%. The BG shall be issued by a scheduled commercial bank excluding Gramin bank, cooperative banks, Nainital bank and Dhanlakshmi Bank.
- 22.8. MMTC shall have the right and authority to review / modify / amend any condition / format of this tender.
- 22.9. After finalization of the purchase price, MMTC will arrange to send standard purchase contract to the seller for signatures.
- 22.10. After receipt of signed contract from MMTC through fax/e-mail, the buyer will put their authorized signature with seal and send the signed contract to MMTC within three working days.
- 22.11. If for any reason, the seller fails to send the signed contract or fails to open the requisite Performance Guarantee (BG) for appropriate value, MMTC reserves the right to encash the EMD available with MMTC.
- 22.12. Notwithstanding anything specified in these tender documents, MMTC Limited at its sole discretion, unconditionally and without having to assign any reason, reserves the following rights:
- 1) To accept or reject the lowest offer or any other offer or all the offers,
 - 2) To accept any offer in full or in part,
 - 3) To procure the tendered quantity from more than one bidder.
 - 4) To reject the offers not conforming to the tender terms without further correspondence.
 - 5) To reject the offer of past supplier(s) with unsatisfactory track record.
 - 6) To increase the tendered quantity if suitable bids are received.

ARTICLE:23 FORCE MAJEURE:

If either the SELLER or the PURCHASER be prevented from discharging its or their obligation under this Acceptance to Tender by reason of arrests or restraints by Government of people, war blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God, Plague or other epidemics, destruction of the MATERIAL by fire or flood or other natural calamity interfering with the production, loading or discharge, the time for delivery shall be extended by the time or times not exceeding one month, during which production, loading or discharge is prevented by any such causes as herein above mentioned. The party invoking protection under this clause shall within 15(fifteen) days of the occurrence of force Majeure causes put the other party on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Seller on the cessation of the force Majeure clause immediately but in any case within a period of two weeks.

Should there be any interruption in the delivery of the MATERIAL due to force Majeure circumstances detailed in Para herein above, it is hereby mutually agreed between the PURCHASER and the SELLER that the period of off take of the MATERIAL by the PURCHASER/period of delivery of the MATERIAL by the SELLER shall automatically stand extended by a period equal to the actual duration of the causes interrupting the off-take by the PURCHASER and/or delivery of the MATERIAL by the SELLER, however, not exceeding one month plus a period of two weeks to enable the affected party to make suitable arrangements for resumption of shipment.

ARTICLE:24 ARBITRATION

All disputes arising between the parties (Buyer and Seller) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act, 1996 of India. The reasoned award made in pursuance there of shall be binding on the parties, the venue of arbitration shall be Bhubaneswar. Only the courts at Bhubaneswar shall have the jurisdiction over the disputes in relation to and arising out of the tender. The applicable Laws shall be Laws of India.

ARTICLE:25 FRAUD PREVENTION

(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S):

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(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 on MMTC’s website at <http://mmtclimited.com> 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)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC’s employees 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)/Vendor(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)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(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: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or "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)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(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 this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.