



**Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road New Delhi – 110 003, India**

**Phone #:24381513 Fax #: 0091-011 24364106**

[www.mmtclimited.com](http://www.mmtclimited.com)

### **GLOBAL NOTICE INVITING TENDER**

MMTC/CO/MIN/Mn(E)/ 2019-20/12267 dated 22nd January, 2020

MMTC invites global e-tender for Export of Manganese Ore Fines of Indian Origin from interested overseas Buyers. The last date of submission is 30<sup>th</sup> January 2020 at 1200 hrs IST.

The complete details of the tender are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com), <https://eprocure.gov.in> and <https://mmtc.abcpocure.com>

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

GM (Min)



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Dear Sirs,

**Global e-Tender for export of Manganese Ore Fines of Indian origin.**

MMTC Limited, a Government of India Enterprise is a leading international trading company. It is engaged in the trade 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. For further details please visit our website at [www.mmtclimited.com](http://www.mmtclimited.com)

As per existing trade policy of Government of India, MMTC Limited is the canalizing agency for export of Manganese ore.

MMTC Limited undertakes export of Manganese ore to overseas market by procuring the items from the Indian suppliers on back to back basis. MMTC invites global tender in two bid system for export of Manganese Ore Fines from the interested bidders. The bidders are requested to submit their offers as per the tender documents.

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

The overseas bidders may submit their Techno-commercial and Price Bids in physical or electronic mode. E-bid may be submitted at <https://mmtc.abcprocure.com> after following the procedure given in tender documents.

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.

The sealed envelopes containing technical and price bid documents, in case price bid submitted in physical mode, may be addressed to Shri L.M. Bagga, General Manager, Minerals Division at the below mentioned address so as to reach latest by 1200 hrs IST on 30th January 2020.

MMTC LIMITED  
MINERALS DIVISION  
CORE-1, SCOPE COMPLEX,  
7, INSTITUTIONAL AREA, LODHI ROAD  
**NEW DELHI-110 003, INDIA**  
**(M) : 8800896565**



Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road New Delhi – 110 003, India  
Phone #:24381513 Fax #: 0091-011 24364106 [www.mmtclimited.com](http://www.mmtclimited.com)

## **SECTION – I**

1.0 **COMMODITY**  
MANGANESE ORE FINES

2.0 **QUANTITY**  
25,000 WMT  $\pm$  10 % at Seller's option (Please see details at Annexure-I)

3.0 **LOAD PORT**  
VISAKHAPATNAM PORT, India

4.0 **SHIPMENT PERIOD**  
February/March 2020 (at Seller's option)

5.0 **ORIGIN**  
S. K. Sarawagi & Co. Pvt. Ltd , Visakhapatnam, India

### **6.0 SPECIFICATIONS:**

Mn	22.00% - 20.00%
Fe	12.00% -18.00%
SiO <sub>2</sub>	25.00% max
Al <sub>2</sub> O <sub>3</sub>	8.00% max
P	0.60% max
S	0.09% max
Moisture	15.00 % max
Size	
0 to 10 mm	90.00% min

7.0 **PRICE (To be quoted)**  
The bidders shall quote price in USD PDMT FOBST Visakhapatnam Port, India (In bulk).  
Please see Price Bid format at **Annexure II.**

### **8.0 BONUS/ PENALTY RATE**

- i) The base price shall be increased / decreased by single pro-rata of the price above/below 22% Mn content for Manganese ore Fines.
- ii) For Fe  
At the rate of 5 (five) US Cents per dry metric ton for each 1.00% of Fe below 12%, fraction prorata.

- iii) *For excess Silica*  
*At the rate of 5(five) US Cents per dry metric ton for each 1.00% of Silica in excess of 25%, fraction prorata.*
- iv) *For excess Alumina*  
*At the rate of 5(five) US Cents per dry metric ton for each 1.00% of Alumina in excess of 8%, fraction prorata.*
- v) *For excess Phosphorus*  
*At the rate of 5(five) US Cents per dry metric ton for each 0.01% of Phosphorus in excess of 0.60%, fraction prorata.*
- vi) *For excess Sulphur*  
*At the rate of 5(five) US Cents per dry metric ton for each 0.01% of Sulphur in excess of 0.09%, fraction prorata.*
- vii) *For Size : US Cents 50 per WMT beyond tolerance level.*

## 9.0 EARNEST MONEY DEPOSIT

All Bidders (except MTPL Singapore which is a 100% subsidiary of MMTC) are required to submit EMD for US\$ 10,000 in the form of a bank guarantee (Proforma enclosed at appendix I) through a scheduled commercial bank (other than Gramin bank, Co-operative bank, Nainital bank and Dhanlakshmi Bank) in New Delhi (or NCR), India in favour of MMTC Limited. The BG should be valid till 30.04.2020. Offer without proper EMD will not be considered. BG issuing bank should directly forward the original BG to MMTC so as to reach MMTC, New Delhi preferably two working days before opening of tender but not later than the date and time of closing of bid. The bidder shall submit copy of BG along with tender documents.

OR

Bidders may remit EMD by transfer of USD 10,000 to the bank account of MMTC Visakhapatnam. Bank details are as follows:

Name : MMTC Limited.  
 Bank : Axis Bank Limited , Door No. 47-10-14, Saripalli Elite, 2<sup>nd</sup> Lane, Dwarka nagar, Visakhapatnam-530 016  
 CC A/c No. 913020052991333  
 IFSC Code UTIB0000369  
 SWIFT AXISINBB369

No interest shall be payable by MMTC on EMD by way of fund transfer to MMTC bank account.

EMD of the unsuccessful bidder will be returned after finalization of tender. All exchange loss/gain shall be to bidder's account. EMD of successful bidder shall be returned after receipt of PG.

In the event of failure on account of non submission of PG as per clause 16.0 below by the successful bidder or signing of contract within 3 working days from the date of issuance of contract by MMTC, MMTC reserves the right to invoke/forfeit the EMD amount submitted by the bidder. The MMTC also reserves the right to debar such bidder from participating in any future tender of MMTC or any other action as deemed fit.

Original BG or fund transfer should preferably reach MMTC at least 2 working days prior to the opening of tender so that confirmation of the same can be obtained before opening of bids.

#### **10.0 SAMPLING ANALYSIS**

At the time of loading at Indian port, Mitra S.K. Pvt Ltd./Intertek India Pvt. Ltd./Superintendence Company of India Pvt Ltd/Italab India Ltd shall be appointed to undertake quantity and quality analysis. Load port results shall be final and binding for payment.

#### **11.0 LOADING TERMS CQD BASIS**

#### **12.0 VALIDITY**

The bidders shall keep their bids valid for a period of 10 (ten) working days from the date of closing of tender excluding the date of closing. In case the 10<sup>th</sup> day falls on a Saturday/Sunday/Holiday or remains closed for the Seller, such bids will be deemed to be automatically extended to be valid up to the next working day of Seller.

#### **13.0 ELIGIBILITY CRITERIA**

Bidder shall fulfill the following criteria and submit supporting documents:-

- i) Bidder shall have minimum annual turnover of USD 3 Millions during last financial year
- ii) Networth: Minimum networth of USD 1 million as on date of last annual balance sheet.
- iii) Past experience: Minimum experience of one year in minerals business.
- iv) Credit rating: Minimum 'satisfactory' or equivalent (i.e. from D&B, S&P, Moody's, ICRA, CRISIL, CARE ). The credit rating report should be issued on or after 01.03.2019 and should be valid as on tender opening date.
- v) Bidder shall submit a Bank's Reference Report issued on or after 01.03.2019 and should be valid as on tender opening date.
- vi) Bidder shall submit an Earnest Money Deposit (EMD) for USD 10,000 in the form of Bank Guarantee (BG format enclosed at **Appendix - I**)/fund transfer. BG issuing bank should directly forward the original BG to MMTC. The Bidder shall submit copy of BG/proof of fund transfer alongwith tender documents.
- vii) Bidder shall submit an undertaking to furnish a Performance Bank Guarantee (PBG) for 5% of the total contract value with positive tolerance either in Bank Guarantee or Fund transfer. (Format of undertaking at **Appendix -II**)
- viii) Bidder shall submit an undertaking to make 100% payment through an irrevocable at sight letter of credit with TT reimbursement clause. Load port results are final and LC shall be negotiated for 100% payment on Load port results basis. (Format enclosed at **Appendix - III**)
- ix) MTPL, Singapore will be exempted from submission of EMD, PBG and L/C provided MTPL submits an undertaking stating that MTPL has obtained Earnest Money Deposit from their bidders and shall obtain Performance Bank Guarantee and Letter of Credit from their bidder if contract is awarded to them.

#### **14.0 EVALUATION OF BIDS**

MMTC shall evaluate technical bids of the bidders received within due date. The bidder shall submit technical bid in physical/electronic form and price bids in electronic/physical mode. Thereafter, MMTC shall open the price bids of those bidders who have qualified in their technical bids. MMTC shall award the contract to the successful bidder (H1). *In case, there is more than one H-1 bidder, such bidders will be given an opportunity to revise their price bids and submit the same in sealed cover to decide H1 bidder in the tender. In case both the bidders submit same price again, tender shall be scrapped and fresh tender shall be floated.*

#### **15.0 AWARD OF CONTRACT**

MMTC shall offer the cargo to the highest bidder (H1) subject to confirmation from the back-up supplier of the cargo. MMTC and the successful bidder shall enter into a sale contract as per standard terms and conditions of MMTC (Contract format enclosed at **Appendix - IV**). In case the successful bidder fails to forward the signed sale 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/forfeit EMD/cash deposit submitted through fund transfer by the bidder. MMTC shall have the right to review the performance of bidder and accordingly MMTC reserves the right to cancel/modify the contract.

#### **16.0 PERFORMANCE GUARANTEE**

MMTC shall issue a letter to the successful bidder accepting the price and shall also indicate amount of performance guarantee required from the successful bidder. The bidder shall furnish a performance bank guarantee/fund transfer for 5% of contracted value (with +10% tolerance) in favour of MMTC limited, New Delhi within 10 working days, in case of BG and 3 working days in case of fund transfer, from the date of sending of signed contract by MMTC. Nomination of vessel shall be accepted only after receipt of performance guarantee and in case of bank guarantee, its confirmation by the bank. The performance guarantee shall be valid upto 31<sup>st</sup> May, 2020. In case the successful bidder fails to establish the requisite performance bank guarantee or transfer the funds within stipulated time, MMTC reserves the right to invoke the bank guarantee/forfeit fund transferred by the bidder as EMD.

MMTC reserves the right to invoke this performance guarantee/forfeit the fund transferred by the Buyer, if Buyer fails to perform the contractual obligations as per sale contract.  
(Performance Bank Guarantee format is attached at Appendix-V)

In case the successful bidder had opted EMD by fund transfer in MMTC's bank account, such bidder shall have the option to deposit the difference between the amount of Performance Guarantee and EMD through fund transfer to MMTC Visakhapatnam bank account to make total PG at 5% of total contracted value. In case of successful bidder, this amount shall be retained by MMTC and refunded after completion of contract or adjusted against export invoice if the bidder/overseas buyer so desires. No interest shall be payable by MMTC on EMD/PG amount remitted through fund transfer. All bank charges and exchange gain/loss on cash EMD/PG shall be to the account of the Bidder.

#### **17.0 PAYMENT TERMS**

The Buyer shall establish from a first class international bank (acceptable to MMTC) an irrevocable and without recourse to the drawer workable letter of credit payable at sight to cover 100% value of the cargo with tolerance for quantity and value as per contract. Letter of credit shall be in favour of the Sellers/beneficiaries (MMTC Limited, MMTC Bhawan, Port Area, and Visakhapatnam: 530035, Andhra Pradesh, India) and shall remain valid for minimum 45 days after latest date of shipment. L/C shall be got issued from any of the top 50 banks (ranked as on

**11.11.19** by bankersalmanac.com link <http://www.bankersalmanac.com/resources/bank-ratings/> including their branches located anywhere or M/s. ANZ, M/s. DBS, M/s. RBS, M/s. Bank of Thailand, M/s. Standard Chartered Bank, M/s. HSBC, M/s. BN Paribas, M/s. Nova Scotia or foreign branches of India Nationalized Banks The said letter of credit shall be established within 10 working days from the date of signing of contract by both MMTC and the overseas Buyer. The LC shall be advised through Axis Bank Limited , Door No. 47-10-14, Saripalli Elite, 2<sup>nd</sup> Lane, Dwarka nagar, Visakhapatnam-530 016 Account No. : 913020052991333, IFSC Code : UTIB0000369 AD Code: 6360353 SWIFT Code : AXISINBB369. The opening bank shall also add that the telex/swift is operating instrument and no further confirmation is required. The LC shall allow negotiation of documents for 100% shipment value within 21 days after bill of lading date at the counter of LC negotiating bank. Notice of Readiness (NOR) shall be accepted only after receipt of workable LC through banking channels and completion of pre-shipment formalities with customs/port authorities. Pre-shipment documents shall be processed by MMTC only after receipt of workable LC and performance guarantee. The Buyer shall nominate suitable vessel in such a manner so that Seller shall get at least three clear working days (excluding the date of receipt of LC & PBG and date of NOR) prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority. LC shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the Buyers account. LC shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600.

In case L/C is got established from a bank other than those listed above, MMTC shall have the option to get the L/C confirmed and all such L/C confirmation charges shall be payable by the Buyer to MMTC. All bank charges outside India shall be to the account of Buyer.

#### **18.0 DUE DATES**

Submission of Technical Bids and Price Bids	: 30.01.2020 by 1200 hrs IST
Opening of Technical Bid	: 30.01.2020 at 1215 hrs IST
Opening of Price Bid	: 30.01.2020 at 1600 hrs IST

#### **19.0 MODE OF SUBMISSION OF TENDER**

**19.1** The bidder shall submit technical bid in physical/electronic form and price bid in physical/electronic mode.

#### **19.2 PROCEDURE FOR PARTICIPATION IN E-TENDER.**

E-Tender is available on MMTC e-procurement website <https://mmtc.abcprocure.com> for online bidding process. For this, Bidder should have legally valid Class III Digital Signature Certificate from the Licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India for submission of their bid on MMTC's e-procurement portal <https://mmtc.abcprocure.com> (a one-time activity) .

#### **19.3 Procedure for Obtaining Digital Certificate**

The bidder should obtain digital certificate to participate in the tender.

**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 License Certifying Authority operating under RCAI or CCA. Minimum time to procure DSC is 5 working days.**

#### 19.4 Procedure for Registering in E-Procurement portal

- (i) Further, the bidder will have to register with MMTC's E-Procurement portal. The bidder should have a valid user ID to access e-procurement portal of MMTC. For registering, please go to <https://mmtc.abcprocure.com> and follow the directions. After successful submission of registration details, please contact M/s. E-Procurement Technologies Ltd. (EPTL) (as given below) to get your registration activated. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are as under

Vendor's Queries	Contact Numbers	Mail ID
<b>(Dedicated Helpdesk for MMTC) at CO Delhi, Mr. Himanshu</b>	<b>+91 9265562826</b>	<a href="mailto:delhi.support@eptl.in">delhi.support@eptl.in</a>
New Applicant/Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136833	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 68136850	
	+91-(79)- 68136878	
	+91-(79)- 68136823	
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 68136849	Mr Pankesh Kumar <a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a> Fany Shah <a href="mailto:fany.shah@eptl.in">fany.shah@eptl.in</a>
	+91-93745 19729	
	+91-(79)- 68136848	
	+91-(79)- 68136850	

**Bidder shall submit their offers separately in the following two-bid format:**

- I) PART A: Technical Bid (in Physical/Electronic mode ) and  
II) PART B: Price bid (in Physical/Electronic mode )

#### 20.1 Part – A: TECHNICAL BID :

Bidder shall fulfill the eligibility criteria as stated at Para 13 and submit the following supporting documents in physical/electronic form.

- a. Bidder shall enclose an **Auditor's Certificate/Audited Financial Reports** indicating (i)annual turnover and (ii) network as on date of last annual balance sheet.
- b. Bidder shall enclose a Credit rating Report from any one of the following agencies: ( D&B, S&P, Moody's, ICRA, CRISIL, CARE). The credit rating report should be issued on or after 01.03.2019 and should be valid as on tender opening date.
- c. Bidders shall enclose a Bank reference report issued on or after 01.03.2019 and should be valid as on tender opening date.
- d. Bidder shall submit an EMD for USD 10,000 in the form of Bank Guarantee (BG format enclosed at Appendix - I)/fund transfer. BG issuing bank should directly forward the original BG to MMTC so as to reach MMTC before opening of tender. The bidder shall submit copy of BG/swift copy for fund transfer.
- e. Bidder shall submit an undertaking to furnish a **PG** for 5% of the total contract value. (Format enclosed at Appendix -II)
- f. Bidder shall enclose an **undertaking** to make payment through an irrevocable letter of credit with TT reimbursement clause. Load port results are final and LC shall be negotiated for 100% payment on Load port results basis. (Format enclosed at Appendix - III).



- g. Bidder shall submit duly signed and stamped all documents given in **Section-I** of the tender notice.
- h. Bidder shall submit a certificate on its letter-head indicating that the bidder has minimum one year experience in Mineral business.

*“Bidders who have already submitted copies of supporting documents in earlier tender (document not older than one year) namely, auditor’s certificate, annual financial statement, networth, credit rating report, past experience and bank reference report need not submit again as stated at para 20.1(a b c & h)” provided date of issue of documents/validity are as per this tender.*

MTPL, Singapore a 100% subsidiary of MMTC will be exempted from submission of earnest money deposit, performance guarantee bond and establishment of letter of credit towards the value of cargo. MTPL Singapore shall submit an undertaking stating that MTPL has obtained earnest money deposit from their bidders and shall obtain performance guarantee and letter of credit from their bidder if contract is awarded to them.

The above documents, if submitted in physical form, should be dropped in sealed envelope in tender box or may be sent by post so as to reach by due date and time to Shri L.M. Bagga, General Manager, Minerals Division, MMTC Ltd., Core-1, SCOPE Complex, 7, Institutional area, Lodhi Road, New Delhi-110003.

The technical bids will be opened as per due date. After scrutiny of technical bids, the price bids of only those bidders whose technical bids are accepted will be opened and considered further.

## **20.2 PART-B: PRICE BID:**

Similarly, price bid if submitted in physical form, should be submitted in price bid format (Annex-II) in separate sealed envelope along with technical bid documents so as to reach before due date and time to Shri L.M. Bagga, General Manager, **Mineral Division, MMTC Ltd., Core-1, SCOPE Complex, 7, Institutional area, Lodhi Road, New Delhi-110003.**

The price shall be quoted in USD PDMT FOBST Visakhapatnam Port and confirming validity of offer as per tender in the price bid format.

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.

- 20.3** 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.

- 20.4** EMD of the unsuccessful bidders will be returned after finalization of tender and for the successful bidder it will be returned after receipt of performance guarantee and its confirmation from the bank. In case of EMD through bank transfer, it shall be retained till receipt of PG by way of BG and its confirmation from the bank or receipt of differential PG amount through bank transfer. In such a case EMD received through bank transfer shall be treated as part of PG and returned after satisfactory completion of contract or adjusted against export invoice if the bidder so desires.

## **21.0 GENERAL CONDITIONS**

- 21.1.** Subject to the term and conditions set out herein, sale shall be made to the highest bidder for exports on FOB basis only. Seller 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 for correction in the tender and/or additions or deletions of items being offered for sale are binding on the bidder.
- 21.2.** Participation and bidding shall be treated as conclusive evidence of the fact that bidder is well aware about the Foreign Trade Policy of Govt. of India that export of Mn Ore Fines is allowed through MMTC Limited. The cargo for export shall be procured from the associate supplier of MMTC and all terms & conditions shall be on back to back basis with our supplier. Our associate supplier shall perform the export contract and MMTC will not be responsible for any quality, quantity or any other claim of the bidder. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Tender documents including the amendments if any, prevailing at the time of Tender. Seller and EPTL will not entertain any complaints or objections once bid is placed.
- 21.3** Seller and EPTL do not give warranty or guarantee of the quality, quantity, measurement, condition chemical composition of each individual item/s or lot/s that form the e-tender property and about its “end use” or fitness for a particular purpose. In the event of failure on account of signing of contract within 3 working days from the date of issuance of contract by MMTC, MMTC reserves the right to invoke/forfeit the bank guarantee/funds through bank transfer submitted by the bidder as EMD. MMTC also reserves the right to debar such bidder from participating in any future tender of MMTC or any other action as deemed fit.
- 21.4** The BG issuing bank must have a net worth of at least Rs.5000 million and Capital Adequacy Ratio of at least 9%.
- 21.5.** MMTC shall have the right and authority to review / modify / amend any condition / format of tender documents.
- 21.6.** After finalization of the sale price, MMTC will arrange to send standard sale contract to the Buyer for signatures.
- 21.7** After receipt of signed contract from MMTC through e-mail, the contract shall be returned by the Buyer to MMTC within three working days signed by an authorized representative of the Buyer with all pages of contract duly signed and stamped and last page bearing the name and designation of the person signing the contract with one witness from Buyer’s end. Letter of credit shall be furnished by Buyer through banking channel before vessel nomination. Vessel acceptance shall be given only after receipt of workable Letter of Credit by MMTC.
- 21.8.** If for any reason, the Buyer fails to send the signed contract or fails to open the requisite letter of credit for appropriate value, MMTC reserves the right to invoke BG submitted towards EMD/PBG or forfeit cash deposit received through fund transfer as EMD/PG available with MMTC.
- 21.9** MMTC reserves the right to accept or reject any or all bids or to re-tender at MMTC’s sole discretion without assigning any reasons. Incomplete offer or offers received after the closing

time and date shall not be accepted. The complete details of the tender enquiry are available at [www.mmtclimited.com](http://www.mmtclimited.com), <http://eprocure.gov.in> and <https://mmtc.abcprocure.com>

- 21.10 In case the H1 bidder fails to submit PG, MMTC has the option to give offer to H2 bidder to match and confirm H1's price and if H2 bidder also fails to submit PG or rejects the offer, then MMTC has the option to give offer to H3 bidder at H1 bidder's price. This option however shall be restricted only upto H3 bidder.

**22. 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 thereof shall be binding on the parties, the venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the work order. The applicable laws shall be law of India. The language of arbitration shall be English only.

**23. 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 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.

#### **24. HOLIDAY LISTING POLICY**

Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday Listing of an Agency mutatis mutandis applies to this Tender and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

ANNEXURE – I

DETAIL OF MANGANESE ORE FINES

<b>Manganese Ore Fines of M/s. SK Sarawagi &amp; Co. Pvt Ltd Visakhapatnam India</b>					
Item No.	Item Description	Quantity in MT* (± 10% at Seller's option) Minimum Quantity to be quoted	Shipment	Loading term	Loading Port
1	22% - 20% Manganese Ore Fines in Bulk	<b>25,000 WMT</b>	February/March, 2020 ( at seller's option)	CQD Basis	Visakhapatnam Port

(All the above cargo shall be subject to reconfirmation of MMTC)  
Shipment shall be under ITC HS Code 26020000 (Section 106 of Schedule 2 of Export Policy)

**ANNEXURE-II**

**PRICE BID**

1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Commodity	Manganese Ore Fines
4.	Quantity (+/- 10% at Seller's option)	25,000 WMT
5.	Price in USD PDMT FOBST Visakhapatnam port, India, Mn Ore Fines Basis 22%	
6.	Validity of Price	

Authorized Signature with official seal

**Date:** \_\_\_\_\_

**ANNEXURE -III**

**Mandatory Information of Bidder**

Company Name	:	
Registration Number	:	
Registered Address	:	
PAN NO. / TAN NO.	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	Foreign
City Name	:	
Postal Code	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	
Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder : \_\_\_\_\_

Name

Designation

**INSTRUCTIONS TO BIDDERS REGARDING E-TENDER**

Bidders are advised to read the following instructions for participating in the electronic tenders directly through internet:

- I. Late and delayed Bids/Offer after due date/time shall not be permitted in online Tender system. No bid can be submitted after the last date and time of submission has reached. (however if bidder intends to change the bid already entered may change/revise the same on or before the last date and time of submission deadline). The system time (IST) that will be displayed on e-tender web page shall be the time and no other time shall be taken into cognizance.
- II. Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well in advance before the closing date and time of bid.
- III. No bid can be modified after the dead line for submission of bids.

After final bid submission, system generates an acknowledgement in the form of “Bid Number” that should be kept as a proof of successful bid submission.

**Guidelines related to e-tendering/e-auction services**

<b>Vendor's Queries</b>	<b>Contact Numbers</b>	<b>Mail ID</b>
<b>(Dedicated Helpdesk for MMTC) at CO Delhi, Mr. Himanshu</b>	<b>+91 9265562826</b>	<a href="mailto:delhi.support@eptl.in">delhi.support@eptl.in</a>
New Applicant/Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136833	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 68136850	
	+91-(79)- 68136878	
	+91-(79)- 68136823	
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 68136849	Mr Pankesh Kumar <a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a> Fany Shah <a href="mailto:fany.shah@eptl.in">fany.shah@eptl.in</a>
	+91-93745 19729	
	+91-(79)- 68136848	
	+91-(79)- 68136850	

1. The bidder shall have valid Class-III Digital Signature Certificate (DSC) (with signing and encryption) issued from Licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on [www.cca.gov.in](http://www.cca.gov.in) wherein the details have been mentioned.
2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.



3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

**Proforma of declaration regarding banning of business dealings**

**In case of proprietary concern**

I hereby declare that neither I in my personal name or in the name of my proprietary concern M/s ..... Which is submitting the accompanying bid nor any other concern in which I am a proprietor nor any partnership firm in which I am or was involved as partner are not currently banned by MMTC or by Ministry of Commerce or Govt. of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”).

I hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt. of India or any of the PSU under Ministry of Commerce has been taken in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the partner.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

**In case of partnership firm**

We hereby declare that neither we, M/s ..... Which is submitting the accompanying bid nor any partner are involved in the management of said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner are not currently banned by MMTC or by Ministry of Commerce or Govt. of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”).

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt. of India or any of the PSU under Ministry of Commerce has been taken against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a partner of any firm.

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt. of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

**In case of Company**

We hereby declare that we, M/s ..... are not currently banned by MMTC or by Ministry of Commerce or Govt. of India or any of the PSU under Ministry of Commerce except as indicated below:

(Give particulars of banning of business dealings, in absence thereof mention “NIL”).

We hereby do further declare that the following notice(s) have hitherto been issued against proposed action for banning business dealings or the following action for banning business dealings by MMTC or by Ministry of Commerce or Govt. of India or any of the PSU under Ministry of Commerce has been taken against the us

No & date of show cause notice or notice of banning the business dealings by MMTC or by Ministry of Commerce or Govt. of India or any of the PSU under Ministry of Commerce	Period for which business dealing has been banned	Present Status

It is understood that if this declaration is found to be false, MMTC shall have the right to reject my / our bid and if the bid has been resulted in contract, the contract is liable to be terminated.

Place  
Date

Signature of bidder  
Name & Designation of the signatory.

SECTION - II

Appendix-I

**PROFORMA FOR BANK GUARANTEE FOR EMD**

(On a stamp paper of applicable amount to be executed by a Delhi / NCR Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Dhanlaxmi Bank and Nainital Bank)

Bank Guarantee No. \_\_\_\_\_  
REF No.

Date \_\_\_\_\_

MMTC LIMITED,  
Core -1, Scope Complex,  
7, Institutional area,  
Lodhi Road,  
New Delhi-110 003.

Sir,

1. WHEREAS, MMTC LIMITED, Core 1, SCOPE Complex, 7 Lodhi Road, NEW DELHI-110 003, India, (hereinafter referred to as MMTC) has invited bids vide Manganese Ore Fines of Indian Origin Global E-Tender (hereinafter referred to as Invitation to Bids) for supply of 25,000 MTs +/- 10% Manganese Ore Fines.
2. 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\$ 10,000 in favour of MMTC, New Delhi in the form of a Bank Guarantee of US\$ 10,000 with a validity **upto 30.04.2020**.
3. 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, New Delhi up to and not exceeding the sum of US\$ 10,000 with a validity **upto 30.04.2020** and that the Bidder M/s. \_\_\_\_\_:-
  - a) shall keep their offer firm and valid for acceptance by MMTC as per tender against which offer is made.
  - b) Shall sign the sale contract forwarded by MMTC within three working days.
  - c) shall in the event of the offer being accepted by MMTC, bidder will establish a Performance Bank Guarantee (within 10 working days from the issuance of signed sale contract) in favour of MMTC in the form indicated in the said Invitation to e-Tender for 5% of the contracted quantity through a scheduled Commercial Bank at New Delhi, India.
  - d) shall in the event of the offer being accepted by MMTC, tenderer will establish an irrevocable at sight Letter of Credit in favour of MMTC (within 10 working days from the issuance of signed sale contract) in the form indicated in the said Invitation to e-Tender covering full value of the quantity of Mn Ore Fines at the price and on the terms accepted by MMTC, within 10 (Ten) working days from the date of issuance of signed sale contract.
  - e) shall further arrange to lift the confirmed quantities as per the sale contract by the last date of shipment indicated in the sale contract.
  - f) Any other conditions as stipulated by MMTC from time to time.

4. 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, New Delhi, 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\$ 10,000. 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.
5. We \_\_\_\_\_ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ 10,000 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.
6. The payment shall be made to MMTC, New Delhi across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$ 10,000 only.
8. 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.
9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. \_\_\_\_\_ (Bidder).
10. The liability of this bank shall discharge upon receipt of US\$ 10,000 only by MMTC.
11. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially upto **30.04.2020** 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.
12. This Guarantee is governed by the Laws of India and comes into force forthwith.
13. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.
14. It is to certify that networth of ..... (BG issuing bank) as on 31.3.2019 is not less than INR 5000 million and Capital Adequacy Ratio of this bank is not less than 9%.
15. BG shall be issued through SFMS detail of MMTC's Banker :

Name : MMTC Limited  
Bank : STATE BANK OF INDIA, 5<sup>TH</sup> FLOOR, RED FORT CAPITAL,  
PARSVANATH TOWERS, BHAI VEER SINGH MARG  
GOLE MARKET, NEW DELHI – 110 001  
A/C No. :10813608375

IFSC Code : SBIN0017313  
MICR : 110004005

Signature : \_\_\_\_\_

Name and code : \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of the Bank : \_\_\_\_\_

<b><u>BANK GUARANTEE – EMD</u></b>		
<b>With validity upto</b>	<b>:</b>	<b>30.04.2020</b>

(On Company's Letterhead)

Dated: \_\_\_\_\_ 2020

To,

The General Manager (Minerals),  
MMTC Limited,  
Corporate Office,  
Core-1, SCOPE Complex,  
7, Institutional Area,  
Lodhi Road,  
New Delhi-110 003(INDIA)

**Sub: Undertaking for furnishing 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-V) or fund transfer in favour of MMTC Limited within 10 working 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 bank guarantee / forfeit cash EMD and also to take appropriate action as deemed fit.

Thanking you,

Yours faithfully,

(Authorized Signatory)

(On Company's Letterhead)

Dated: \_\_\_\_\_ 2020

To,

The General Manager (Minerals),  
MMTC Limited,  
Corporate Office,  
Core-1, SCOPE Complex,  
7, Institutional Area,  
Lodhi Road,  
New Delhi-110 003(INDIA)

**Sub: Undertaking for establishing Letter of Credit.**

Dear Sir,

We hereby agree and undertake that we shall establish an irrevocable at sight Letter of Credit with TT reimbursement clause towards full value of contracted quantity (including positive tolerance of 10%) in favour of MMTC Limited within 10 working days from the date of issuance of signed sale contract by MMTC Limited. Load port results are final and LC shall be negotiated by MMTC for 100% payment on load port results basis. In case, we fail to establish workable LC, MMTC Limited shall be at liberty to invoke bank guarantee/forfeit cash deposit submitted as EMD/PG and also to take appropriate action as deemed fit.

Thanking you,

Yours faithfully,

(Authorized Signatory)





**A Govt. of India Enterprise**  
*Touching Lives, adding value*

Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003, India  
**Phone #:24381513 Fax #: 0091-011 24364106**

**MANGANESE ORE FINES SALE CONTRACT NO. MMTC/2019-20**

**/MN(S)**

WHEREAS MMTC LIMITED, a company incorporated in India under the Company's Act, 2013 having its Regional Office at MMTC Bhawan, Port Area, Visakhapatnam: 530035 Andhra Pradesh, India (GSTN ...), hereinafter called the SELLER (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part with registered office at Core-I, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi and ( Name and address of Buyer) hereinafter called the BUYER (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the other part.

WHEREAS the Sellers have agreed to sell and the Buyers have agreed to buy the following quantity of Manganese Ore on the terms and conditions hereinafter mentioned.

Now it is hereby mutually agreed and declared by and between the parties hereto as follows:

**ARTICLE 1: COMMODITY**

Manganese Ore Fines of Indian origin (herein after called "Ore")

**ARTICLE 2 : QUANTITY**

**Manganese Ore Fines** : 25,000 WMT ( $\pm 10\%$  at Seller's option)

**ARTICLE 3 : SPECIFICATIONS**

Mn	22.00% - 20.00%
Fe	12.00% - 18.00%
SiO <sub>2</sub>	25.00% max
Al <sub>2</sub> O <sub>3</sub>	8.00% max
P	0.60% max
S	0.09% max
Moisture	15.00% max
Size	
0 to 10 mm	90.00% min

**ARTICLE 4: PRICE**

US\$ \_\_\_\_\_ (US Dollars \_\_\_\_\_ only) PDMT FOBST in bulk  
Visakhapatnam Port, India, basis 22% Mn content, fraction pro rata.

## **ARTICLE 5: PRICE ADJUSTMENT**

In case there is any difference between the specifications as per Article 3 and analysis report as per Article 9 of this contract, price will be adjusted at the rate mentioned below and documents will not be treated as discrepant.

### **A) For Mn Content**

In respect of each shipment of manganese ore which does not meet the Mn specifications set forth in Article 3, the base price referred to in Article 4 shall be adjusted in accordance with Mn content as determined pursuant to the provisions of Article 9 as follows:-

The base price shall be increased / decreased for each one per cent Mn above/below 22% Mn in respect of fines, fraction prorata.

### **B) For Other Elements**

If the shipment does not meet any of the chemical specifications other than Mn provided in Article 3 as finally determined in accordance with the provisions of the Article 9, the base price shall be decreased as follows, fraction prorata.

#### *i) For Fe*

*At the rate of 5 (five) US Cents per dry metric ton for each 1.00% of Fe below 12%, fraction prorata.*

#### *ii) For excess Silica*

*At the rate of 5(five) US Cents per dry metric ton for each 1.00% of Silica in excess of 25%, fraction prorata.*

#### *iii) For excess Alumina*

*At the rate of 5(five) US Cents per dry metric ton for each 1.00% of Alumina in excess of 8%, fraction prorata.*

#### *iv) For excess Phosphorus*

*At the rate of 5(five) US Cents per dry metric ton for each 0.01% of Phosphorus in excess of 0.60%, fraction prorata.*

#### *v) For excess Sulphur*

*At the rate of 5(five) US Cents per dry metric ton for each 0.01% of Sulphur in excess of 0.09%, fraction prorata*

#### *v) For Size : US Cents 50 per WMT beyond tolerance level.*

## **ARTICLE 6: DESTINATION**

Name of destination port shall be indicated by Buyer at the time of nomination of vessel.

**ARTICLE 7: DELIVERY PERIOD**

February/March, 2020.

Laycan shall be accepted 5 days before the last cancellation date

**ARTICLE 8: PORT OF SHIPMENT**

VISAKHAPATNAM PORT (INDIA)

**ARTICLE 9: SAMPLING & ANALYSIS**

At the loading port Seller shall at its own cost appoint M/s. Mitra SK Pvt. Ltd./Intertek India Pvt Ltd./Superintendence Company of India Pvt Ltd/Italab India Ltd to determine the specification of ore content in each shipment and shall obtain a certificate showing details of the determination / analysis and also the percentage of free moisture loss as per BIS norms. The load port results so determined shall be final for payment. Foreign Buyer may at his expense send his representative to be present at the time of sampling.

**ARTICLE 10: WEIGHMENT**

At the loading port Seller shall appoint M/s. Mitra SK Pvt. Ltd./Intertek India Pvt Ltd/Superintendence Company of India Pvt Ltd/Italab India Ltd at Seller's expenses to determine the weight of shipment of ore by draft survey. The weight of ore as ascertained and certified by the surveyor nominated along with analysis certificate shall be basis of Seller's invoice. Foreign Buyer may at his expense send his representative to be present at the time of draft survey.

**ARTICLE 10A: EARNEST MONEY DEPOSIT**

The Buyer has deposited a bank guarantee (or through bank transfer) bearing No. \_\_\_\_\_ dated \_\_\_\_\_ for USD \_\_\_\_\_ in favour of Seller. In case, the Buyer fails either to forward the signed contract within three working days from the date of issuance of contract by MMTC or to establish a workable letter of credit as per Article 17 or to furnish a performance guarantee as per Article 11, the Seller will have the right to invoke the bank guarantee/forfeit cash deposit and to take action as deemed fit.

**ARTICLE 11: PERFORMANCE GUARANTEE**

The Buyer shall furnish a performance guarantee for USD \_\_\_\_\_ in the form of a bank guarantee/fund transfer towards 5% of the sale value in favour of the Seller through a scheduled commercial bank (other than Gramin Bank, Nainital Bank, Dhanlakshmi Bank and Co-operative Bank) in India within 10 calendar days from the date of issuance of signed sale contract from MMTC or the date of nomination of vessel, whichever is earlier. Performance guarantee shall remain valid upto 31<sup>st</sup> May, 2020. The Seller will accept the nomination of the vessel only after receipt of performance guarantee and its confirmation. In case the Buyer either fails to perform the contract satisfactorily or fails to establish a workable letter of credit within stipulated time, MMTC will have the right to invoke the bank guarantee/forfeit performance guarantee. In addition, MMTC will have right to claim all losses, damages, expenses, etc. from Buyers and any other appropriate action as deemed fit. The PG will be returned after satisfactory performance of contract by Buyer. If the Buyer desires, performance guarantee given in the form of fund transfer shall be adjusted against sales proceeds.

**ARTICLE 12: COMMERCIAL INVOICE**

The Seller's commercial invoice shall be made out for 100% (Hundred percent) of the value based on the price as set forth in Article 4 and Article 5 and calculated on the basis of analysis / weighment results at the load port conducted by the nominated surveyor.

**ARTICLE 13: INSURANCE**

Insurance shall be arranged by the Buyer at its expense after the Ore is loaded on board the vessel.

**ARTICLE 14: DELIVERY**

Each shipment shall be deemed as delivered when it is loaded on board the vessel and trimmed.

**ARTICLE 15: TITLE AND RISKS**

Title with respect to each shipment shall pass to the Buyer when the Seller has received 100% payment after completion of loading on Board the vessel at Indian port, with retrospective effect to the time of delivery of ore. Risk with respect to each shipment shall pass from the Sellers to the Buyer when the ore has been loaded on board the vessel.

**ARTICLE 16: CHARTERING OF VESSEL**

- A. The vessels to carry ore under this contract shall be chartered and allocated by the Buyer to the Seller. The Buyer shall obtain prior acceptance from Sellers giving name of the vessel, quantity to be loaded, lay days and expected time of arrival at port of loading, before fixing the vessel. Upon receipt of such advice Seller shall confirm to the Buyer by fax/mail as to whether the vessel nominated is acceptable for shipment.
- B. Loading Terms : CQD basis.
- C. In case shore cranes have to be hired at Visakhapatnam port for loading, the expenses shall be borne by Buyers / charterers.
- D. All other expenses required up to and including trimming (seaworthy) shall be to the Sellers account.
- E. Any expenses required for loading outside the working hours shall be on account of the party ordering the same except for vessels crew members overtime and light and the free use of the gears and winches, which shall be to the account of Buyers.
- F. BL quantity shall be the quantity loaded which shall be determined as per Article 10.
- G. The release instructions for the bill of lading should be arranged by the Buyers immediately after completion of loading but in any case within three (3) working days from the date of completion of loading failing which Seller reserves the right to charge interest from the Buyer at the rate of 18.5% p.a. for the period from the 4<sup>th</sup> day of completion of loading and trimming of the vessel till the Bill of Lading is handed over to the Seller or its authorized representative.

**ARTICLE 17: MODE OF PAYMENT**

The Buyer shall establish from a first class international bank (acceptable to MMTC) an irrevocable and without recourse to the drawer workable letter of credit, valid for minimum 45 days after latest date of shipment, payable at sight to cover 100% value of the cargo with

tolerance for quantity and value as per contract . Letter of credit shall be in favour of the Sellers/beneficiaries (MMTC Limited, MMTC Bhawan, Port Area, Visakhapatnam: 530035 Andhra Pradesh, India) from any of the top 50 banks (ranked on 11.11.19 by bankersalmanac.com link <http://www.bankersaccuity.com/resources/bank-ratings/>) including their branches located anywhere or M/s. ANZ, M/s. DBS, M/s. RBS, M/s. Bank of Thailand, M/s. Standard Chartered Bank, M/s. HSBC, M/s. BN Paribas, M/s. Nova Scotia or foreign branches of India Nationalized Banks. The said letter of credit shall be established within 10 calender days from the date of receipt of signed contract from MMTC or the date of nomination of vessel, whichever is earlier. The LC shall be advised through Axis Bank Limited , Door No. 47-10-14, Saripalli Elite, 2<sup>nd</sup> Lane, Dwarka nagar, Visakhapatnam-530 016 Account No. : 913020052991333, IFSC Code : UTIB0000369 AD Code: 6360353 SWIFT Code : AXISINBB369. The opening bank shall also add that the telex/swift is operating instrument and no further confirmation is required. The LC shall allow negotiation of documents for 100% shipment value within 21 days after bill of lading date at the counter of LC negotiating bank. Notice of Readiness (NOR) shall be accepted only after receipt of workable LC through banking channels and completion of pre-shipment formalities with customs/port authorities. Pre-shipment documents shall be processed by MMTC only after receipt of workable LC and performance guarantee. The Buyer shall nominate suitable vessel in such a manner so that Seller shall get at least three clear working days (excluding the date of receipt of LC & PBG and date of NOR) prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority. LC shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the Buyers account. LC shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600.

In case L/C is got established from a bank other than those listed above, MMTC shall have the option to get the L/C confirmed and all such L/C confirmation charges shall be payable by the Buyer to MMTC. All bank charges outside India shall be to Buyer's account.

#### **ARTICLE 20: DOCUMENTS**

Following documents will be made available to Buyer through opening & negotiating bank after receipt of TT reimbursement:-

- i. Commercial Invoice as per Article 12 in four copies.
- ii Certificate of Quality at loading port as per Article 9 in triplicate.
- iii Certificate of Weight at loading port as per Article 10 in triplicate.
- iv. Full set of negotiable clean on board ocean Bill of Lading evidencing shipment.
- v. Certificate of origin of cargo to be endorsed/issued by Chamber of Commerce in India detailing loaded quantity, commodity, carrying vessel and exporter's name and address.

#### **ARTICLE 19: NON-DELIVERY**

Notwithstanding Article 7 herein above in the event of failure to effect or to take delivery as provided in this contract due to cause(s) for which the Seller or the Buyer is responsible, the other

party shall have an option either to cancel the contract in respect of the undelivered quantity or accept or supply it in the manner to be mutually agreed upon. However, since the contract is on back to back basis, Seller will not be liable for any claim for non-delivery.

#### **ARTICLE 20: DEFAULT**

In case of non-lifting of cargo within the delivery period, the Seller shall have the right to invoke the bank guarantee/forfeit cash deposit submitted towards performance guarantee. In addition, MMTC will have right to claim all losses, damages, expenses, etc. from Buyers and any other appropriate action as deemed fit.

#### **ARTICLE 21: FORCE MAJEURE**

Either party shall be relieved of its obligations and responsibilities under this contract if the performance of this contract is wholly or partially prevented and/or delayed by act of God and any other cause or causes beyond the control of either party such as fires, floods, strikes, lockouts, riots or civil commotion, epidemics, war and acts of Government. etc. Either party shall promptly i.e. within 15 days give notice to the other party of any force majeure given even effecting its obligations under this contract supported by documentary evidence such as certificate of Chamber of Commerce or of any other competent authority connected with the cause. If such notice is given, the obligations and responsibilities of the party giving such notice as well as the corresponding obligations and responsibilities of the other party shall be relieved to the extent made necessary by and continuance of force majeure. If such condition continues for more than 90 days, this agreement shall be deemed to be inoperative and parties shall be relieved from the respective obligations.

#### **ARTICLE 22: ARBITRATION**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The governing law shall be Indian Law and the venue of Arbitration shall be New Delhi.

#### **ARTICLE 23: VALIDATION**

The contract shall become valid as and when signed by duly authorized representatives of both the Sellers and the Buyers.

#### **ARTICLE 24: SPECIAL CLAUSE**

It is expressly understood and agreed by and between the Buyer and the Seller that MMTC 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 Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into contract solely on its own behalf under the applicable laws of India and general principles of contract law. The Buyers expressly agreed, acknowledges and understands that MMTC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly Buyer, hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, implored claims or counter claims against the Government of India arising out of this

contract and covenant not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising out of or under this agreement.

MMTC is entering into this contract on the basis of back to back supplies by M/s. S.K.Sarawagi & Co. Pvt. Ltd., 10-1-31, Signature Towers, Level 4, Waltair Uplands, Visakhapatnam-530 003 (A.P.), India. All responsibility of quality/quantity as well as performance of this contract is to the account of M/s. S.K.Sarawagi & Co. Pvt. Ltd. MMTC shall not be responsible for any claim/damages of Buyer and / or vessel owner for any reason whatsoever including non-performance of the contract by M/s.S.K.Sarawagi & Co. Pvt. Ltd., Visakhapatnam.

#### **ARTICLE 25: LOSS OF CARGO**

In the event of total / or partial loss of cargo, the analysis and the weight as determined at the loading port shall be treated as final and shall be used for final invoicing and payment.

#### **ARTICLE 26: 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 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.

**ARTICLE 27: HOLIDAY LISTING POLICY**

Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday Listing of an Agency mutatis mutandis applies to this Tender and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force.

**ARTICLE 28: OTHERS**

Any change or modification in the terms and conditions of this contract shall become effective only when confirmed by both the Seller and the Buyer in writing.

In witness whereof this contract is made in duplicate, the Seller and the Buyer having signed them on this \_\_\_\_\_ **2020** are retaining one (1) copy each.

BUYER

FOR AND ON BEHALF OF

SELLER

FOR AND ON BEHALF OF



PERFORMANCE BANK GUARANTEE PROFORMA

Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_  
(On a stamp paper of applicable amount to be executed by a Delhi / NCR Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Dhanlaxmi Bank and Nainital Bank)

To  
M/s MMTC Limited  
Core 1, SCOPE Complex  
7 Institutional Area  
Lodhi Road  
New Delhi 110003 (INDIA)

Dear Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi -110 003 India and one of its office at \_\_\_\_\_ (hereinafter called "the MMTC) have entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT') for \_\_\_\_\_ with \_\_\_\_\_ M/s. \_\_\_\_\_ (name) address \_\_\_\_\_, (hereinafter called the XX')
- 2) AND 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 until \_\_\_\_\_ (date).
- 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 on or before \_\_\_\_\_ (expiry date).
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce

any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason 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.
- 14) It is to certify that networth of ..... (BG issuing bank) as on 31.3.2019 is not less than INR 5000 million and Capital Adequacy Ratio of this bank is not less than 9%.
- 15) BG shall be issued through SFMS detail of MMTC's Banker :

Name : MMTC Limited  
Bank STATE BANK OF INDIA, 5<sup>th</sup> FLOOR, RED FORT CAPITAL,  
PARSVANATH TOWERS, BHAI VEERS SINGH MARG,  
GOLE MARKET, NEW DELHI – 110 001  
A/C No. : 10813608375  
IFSC Code : SBIN0017313  
MICR : 110002562

SIGNED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

Yours faithfully  
For and on behalf of Bank  
(Address)  
(Banker's Seal)

<u>PERFORMANCE BANK GUARANTEE</u>		
With validity upto	:	31.05.2020