



Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003, India
Phone #:24362200 Fax #: 0091-011 24364106/24362773

www.mmtclimited.gov.in

GLOBAL NOTICE INVITING TENDER

MMTC/MIN/2014-15/CE/9072/Q1/02 dated 24th April, 2014

MMTC invites Global e-tender for Export of Chrome Concentrate of Indian Origin from interested overseas buyers. The last date of submission of tender is by 1400 hrs on 15th May, 2014.

The complete details of the e-tender are available at MMTC's website www.mmtclimited.gov.in and Govt. website <http://eprocure.gov.in>

ADDITIONAL GENERAL MANAGER (MINERALS)



Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003, India
Phone #:24362200 Fax #: 0091-011 24364106/24362773

www.mmtclimited.gov.in

Sub: Global Tender for export of Chrome concentrate of Indian origin

Established in 1963, 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 and is the single largest exporter of minerals from India. For Further details please visit our website www.mmtclimited.gov.in

As per prevailing trade policy of Government of India, MMTC Limited is the designated state trading enterprise for export of chrome ore and chrome concentrate. The export of chrome ore is subject to quantitative/qualitative ceiling and export duty is applicable for export of chrome ore/concentrate. MMTC Limited undertakes export of chrome ore/ concentrate to overseas market by procuring the items from the Indian suppliers on back to back basis.

MMTC is pleased to invite global tenders in two bid system for purchase of chrome concentrate from interested overseas bidders. The bidders are requested to submit offers as per the tender documents. The last date of submission of tender is **15th May, 2014 by 1400 hrs.**

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 before submitting the bids.

The overseas bidders shall submit their Technical bids along with supporting documents in a sealed envelope in the tender box. The Price Bid may be submitted either in electronic mode in MMTC's E-portal at <http://mmtc.eproc.in> or in physical mode by submitting it in sealed envelope and dropping it in tender box kept at MMTC office at New Delhi.

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 offer may be addressed to Shri L.M.Bagga, Additional General Manager, Minerals Division at the below mentioned address to reach latest by **15th May, 2014 at 1400 hrs.**

MMTC LIMITED
MINERALS DIVISION
CORE-1, SCOPE COMPLEX,
7, INSTITUTIONAL AREA, LODI ROAD
NEW DELHI-110 003, INDIA

TEL: 0091 11 24381513/ 24381302 FAX: 0091 11 24364106 11 24364105



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Phone #:24362200 Fax #: 0091-011 24364106/24362773

www.mmtclimited.gov.in

SECTION I

- 1.0 **COMMODITY**
CHROME CONCENTRATE
- 2.0 **QUANTITY**
20,000 MT ($\pm 10\%$) 50/48% Cr₂O₃ Chrome Concentrate

(Please see at Annexure-I)
- 3.0 **LOADING PORT**
PARADIP PORT India,
- 4.0 **SHIPMENT PERIOD**

From 12th June 2014 to 30th June 2014
- 5.0 **ORIGIN**
Indian origin
- 6.0 **SPECIFICATIONS**
Please see details of description and specifications of Chrome Concentrate at Annexure II
- 7.0 **PRICE (TO BE QUOTED)**
The bidders shall quote, Prices in USD PDMT FOBT Paradip Port India for Chrome Concentrate. For containerized shipment if any, additional USD 15 PDMT will be added in price.

Please see Price Bid format at Annexure III.
- 8.0 **BONUS/ PENALTY RATE**
a.) The base price shall be increased / decreased on fraction pro-rata basis for variation in Chrome concentrate grade.
b) If Cr: Fe ratio exceeds maximum limit, bonus @USD 10.00 PDMT will be applicable extra.
c) If there is any difference between the specifications mentioned and actual results obtained on analysis, price will be adjusted but documents will not be treated as discrepant. No penalty shall be applicable except for Cr₂O₃ as shown at sub clause a) above.
- 9.0 **EARNEST MONEY DEPOSIT**
All Bidders (except MTPL Singapore which is a 100% subsidiary of MMTC) are required to submit EMD @ US\$ 9 PMT in the form of a bank guarantee (Proforma enclosed at appendix A) through a scheduled commercial bank (other than Gramin bank and Co-operative bank) in New Delhi (or NCR), India in favour of MMTC Limited. The BG should be valid for **minimum 30 days from date of closing of tender**. Offer

without proper EMD will not be considered. BG issuing bank should directly forward the original BG to MMTC. The bidder shall submit copy of BG along with tender documents.

10.0 SAMPLING ANALYSIS

At the time of **loading at Indian port**, M/s Mitra S.K. Pvt Ltd. / M/s Superintendence Company of India (Private) Ltd. / M/s Inspectorate Griffith India Pvt. Ltd shall be appointed to undertake quantity and quality analysis. Successful buyers may, at their expense, nominate representative(s) to be present at the time of such sampling. The analysis thus determined shall be final and the basis for making out the invoice and 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) calendar days from the date of closing of tender excluding the date of closing. In case the 10th day falls on a 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 along with the bid.

- i) Turnover: Minimum annual turnover of US\$ 50 millions during immediate previous audited financial year.
- ii) Networth : Minimum networth of US\$ 5 million as on immediate previous audited financial year 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 shall not be older than one year i.e. issued on or after 31st May 2013.
- v) Bidder shall submit Bank reference report issued on or after 31st May 2013.
- vi) Bidder shall submit an Earnest Money Deposit (EMD) @ USD 9.00 PMT for the quantity (with positive tolerance in quantity) quoted in the form of Bank Guarantee (BG format enclosed at Appendix - I). BG issuing bank should directly forward the original BG to MMTC. The bidder shall submit copy of BG along with tender documents.
- vii) Bidder shall submit an undertaking to furnish a Performance Bank Guarantee (PBG) for 10% of the total contract value. (Format enclosed 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 Loadport results basis. (Format enclosed at Appendix - III)

- ix) MTPL, Singapore a 100% subsidiary of MMTC will be exempted from submission of security deposit, performance guarantee bond and establishment of letter of credit towards the value of cargo.

14.0 EVALUATION OF BIDS

MMTC shall evaluate technical bids of the bidders received in tender box within due date. The bidder may submit 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 highest bidder (H1). In case there are more than one H1 bid then the quantities lifted by such bidder in previous financial year shall be reckoned to determine the successful bidder.

15.0 AWARD OF CONTRACT

MMTC shall offer the cargo to the highest bidder (H1) only subject to re-confirmation from the supplier of the cargo. MMTC and the highest 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 submitted by the bidder as EMD. MMTC shall have the right to review the performance of bidder and accordingly MMTC shall cancel/modify the contracts.

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 by the successful bidder. The bidder shall furnish a performance bank guarantee for 10% of contracted value (with +10% tolerance) in favour of MMTC limited, NEW DELHI within 7 working days from the date of issuance of signed sale contract by MMTC. Nomination of vessel shall be accepted only after receipt of original bank guarantee and its confirmation by issuing bank. This performance guarantee should be **valid till 31st July 2014** with claim period of another 30 days after **31st July 2014**. In case the successful bidder fails to establish the requisite performance bank guarantee within stipulated time, MMTC reserves the right to invoke the bank guarantee submitted by the bidder as EMD.

MMTC reserves the right to invoke this performance guarantee in case the buyer fails to perform the contractual obligations as per sale contract.

(Performance Bank Guarantee format is attached at Appendix-V)

17.0 PAYMENT TERMS

The buyer shall establish an irrevocable and without recourse to drawer workable letter of credit (acceptable to MMTC) payable at sight valid for 45 days after latest date of shipment in USD in favour of the sellers/beneficiaries (**MMTC Limited, Alok Bharti Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007**) to cover 100% value of the cargo with tolerance for quantity and value as per contract from any of the top 50 banks (ranked on **25th February 2014** by bankersalmanac.com link <http://www.bankersacuity.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 calendar days from the date of issuance of signed sale contract by MMTC to the buyer. The LC shall be advised through **State Bank Of India, Commercial Branch, IDCOL House, Ashok Nagar, Bhubanewar 751 009 (INDIA) SWIFT SBININ BB 119, TELEX No. 06756209 SBI BIN, Fax No. 91-0674-2530803**. The opening bank shall also add that the telex/SWIFT is operating instrument and no further confirmation is required. The L/C shall allow negotiation of documents for 100% shipment value within 21 days after Bill of Lading date at the counter of beneficiary bank. Notice of readiness

(NOR) shall be accepted only on receipt of workable L/C through SBI Bhubaneswar 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 two working days prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority. L/C 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. L/C 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.

18.0 DUE DATES

Submission of Technical Bids and Price Bids: **15.05.2014 by 14.00 hrs IST**
Opening of Technical Bid : **15.05.2014 by 14.30 hrs IST**
Opening of Price Bid : **16.05.2014 by 11.00 hrs IST**

19.0 MODE OF SUBMISSION OF TENDER

19.1 The bidder shall participate in the tender through physical mode for technical bid and electronic/physical mode for Price Bid.

19.2 PROCEDURE FOR PARTICIPATING IN E-TENDER

E-tender is available on MMTC E-procurement website www.tenderwizard.com/MMTC for online bidding process. For this, bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal <https://mmtc.eproc.in> (a one time activity)

19.2.1 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 website www.tenderwizard.com/MMTC. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

19.2.2 PROCEDURE FOR REGISTERING IN E-PROCUREMENT PORTAL

The bidder will have to register with MMTC's E-Procurement portal. For registering, please visit to www.tenderwizard.com/MMTC and follow the directions. 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 Mr. Pradeep S R, First Level Contact: Tender Wizard Help Desk – email id pradeep.sr@antaressystems.com, pradeep.sr@antaressystems.com, mobile phone 91- 9686196751 OR Mr. Yogesh email id yogesh.m@antaressystems.com, yogesh.m@antaressystems.com, mobile phone 91-9686196755.

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

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

19.3.1 Part – A: TECHNICAL BID : (Physical Form only)

Bidder shall fulfill the eligibility criteria as stated at Para 13 and submit the following supporting documents in tender box.

- a. Bidder shall enclose an **Auditor's Certificate** indicating (i) annual turnover (ii) networth as on last annual balance sheet and (iii) past experience as mentioned in eligibility criteria. Please enclose annual financial statement also.
- b. 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 May 2013.
- c. Bidders shall enclose a Bank reference report issued on or after 31st May 2013.
- d. Bidder shall submit an EMD @ USD 9.00 PMT for the quantity (with plus 10% tolerance in quantity) quoted in the form of Bank Guarantee (BG format enclosed at Appendix - I). BG issuing bank should directly forward the original BG to MMTC. The bidder shall submit copy of BG.
- e. Bidder shall submit an undertaking to furnish a **PBG** for 10% 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 **Price Bid format** duly signed and stamped without quoting prices.
- h. Bidder shall submit duly signed and stamped all documents given in **Section-I** of the tender notice.

"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 19.3.1(a b & c) part – a: technical bid: (physical form only)." Provided date of issue of documents 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.

The above documents are required to be submitted physically in sealed envelopes to be dropped in tender box, by due date and time so as to reach Shri L.M.Bagga Additional General Manager, **Mineral 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 who's technical bids are acceptable will be opened and considered further.

19.3.2 PART-B: PRICE BID: (ELECTRONIC/PHYSICAL MODE)

The bidders may submit their price bids in electronic mode at MMTC E-portal at www.tenderwizard.com/MMTC or in physical mode. The bidder shall submit price bids separately for each item wise, lotwise as per price bid format enclosed at Annexure III. The price shall be quoted in USD PMT FOBST Paradip 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 successful bidder (Technical) will be opened as per due date. Incomplete offer or offers received after the closing time and date shall not be accepted.

19.4 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.

19.5 EMD of the unsuccessful bidder will be returned back and for the successful bidders it will be returned after receipt of performance bank guarantee.

20.0 GENERAL CONDITIONS

20.1. 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 tender concludes. Announcements during the 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 sale are binding on the bidder.

20.2. Participation and bidding in this tender 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 chrome ore and chrome concentrate is allowed through MMTC Limited only. 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 including the amendments if any, prevailing at the time of tender. Seller and **Antares System Pvt. Limited** will not entertain any complaints or objections once bid is placed.

20.3 Seller and **Antares System Pvt. Limited** 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 cargo and about its "end use" or fitness for a particular purpose. In the event of failure on account of (i) establishment of performance guarantee as per clause 16.0 or (ii) signing of contract within 3 working days from the date of issuance of contract by MMTC, the seller reserves the right to invoke the bank guarantee submitted by the bidder as EMD. The seller also reserves the right to debar such bidder from participating in any future tender of MMTC or any other action as deemed fit.

20.4 The BG issuing bank must have a net worth of atleast Rs.500 Crore and Capital Adequacy Ratio of atleast 9%.

- 20.5.** MMTC shall have the right and authority to review / modify / amend any condition / format of tender.
- 20.6.** After finalization of the sale price, MMTC will arrange to send standard sale contract to the buyer for signatures.
- 20.7** After receipt of signed contract from MMTC through fax/e-mail, the buyer will put signature of their authorized official with seal and shall send the signed contract to MMTC within three working days. The buyer will also arrange to open the performance guarantee (PG) bond in the form of bank guarantee (BG), (as per format at Appendix-II), within seven calendar working days of receipt of MMTC signed contracts by fax/e-mail and forward same to MMTC immediately. The **PBG** bond will be for appropriate value. Since shipment is prompt, as such, the requisite PG bond has to be furnished before vessel nomination or within 7 calendar working days whichever is earlier.
- 20.8.** If for any reason, the buyer fails to send the signed contract or fails to open the PBG bond for appropriate value, MMTC reserves the right to encash the EMD available with MMTC.
- 20.9.** 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 MMTC's website www.mmtclimited.gov.in and <http://eprocure.gov.in>
- 21.** 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.

ANNEXURE – I

DETAILS OF CHROME CONCENTRATE

Item No.	Item Description	Quantity in MT (±10%) Minimum Quantity to be quoted	Lifting period (Approx)	Loading term	Loading Port
1	50/48% Cr ₂ O ₃ (Cr:Fe Ratio 2.4:1 Min) In Bulk	20,000	From 12 th to 30 th June 2014	CQD Basis	Paradip

(The above cargo shall be subject to reconfirmation of MMTC)

ANNEXURE – II

I) DESCRIPTION AND SPECIFICATIONS OF CHROME CONCENTRATE OF INDIAN ORIGIN

SPECIFICATIONS:

Cr203	: 50% BASIS 48% MIN.
Cr: Fe Ratio	: 2.40:1 Min. & 2.70:1 Max
SiO2	: 5% MAX.
Al2O3	: 12% MAX.
PHOSPHOROUS	: 0.007% MAX.
SULPHUR	: 0.03% MAX.
MgO	: 14% MAX.
PHYSICAL SIZE	: 0 – 2 MM (90% MIN)
PACKING	: Loose in Bulk

PRICE BID

	Product	Chrome Concentrate
2	Name of the Bidder	
3	Address of the Bidder	
4	Quantity (in bulk)	20,000 MT (+/- 10%)
5	PRICE IN USD PDMT FOBT PARADIP BASIS 50% Cr ₂ O ₃	
6	Validity of price	

(Signature of Bidder)

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 or Cooperative Bank)

Bank Guarantee No. _____
REF No. _____

Date _____

MMTC LIMITED,
Core -1, Scope Complex,
7, Institutional area,
Lodi 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 for Chrome Concentrate of Indian Origin Global E-Tender (hereinafter referred to as Invitation to Bids) for supply of _____ MTs +/-10% Chrome Concentrate.
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\$ _____ in favour of MMTC, New Delhi in the form of a Bank Guarantee of US\$ _____ with a validity of **minimum 30 (thirty)** days from the date of submission of bids.
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\$ _____ with a validity **upto 15th July 2014 and claim period upto 19th Aug 2014** 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 sale contract forwarded by MMTC within three calendar days.
 - c) shall in the event of the offer being accepted by MMTC, bidder will establish a Performance Bank Guarantee (within 10 calendar days from the issuance of signed sale contract) in favour of MMTC in the form indicated in the said Invitation to e-Tender for 10% of the contracted quantity through a scheduled Commercial Bank (other than Gramin Bank and Co-Operative 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 calendar 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 Chrome Concentrate at the price and on the terms accepted by MMTC, within 10 (Ten) calendar 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\$ _____. 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\$ _____ 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\$ _____ 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\$ _____ only by MMTC.
- This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially **upto 15th July 2014 and claim period upto 19th Aug 2014** 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 : _____

<u>BANK GUARANTEE - EMD</u>		
With validity upto	:	15th July 2014
With Claim period	:	19th Aug 2014

Appendix-II

(On Company Letterhead)

Dated: _____ 2014

To,

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

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-V) 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)

Appendix-III

(On Company Letterhead)

Dated: _____ 2014

To,

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

Sub: Undertaking on 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 calendar 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 L/C from MMTC's listed banks, MMTC Limited shall be at liberty to take L/C confirmation and confirmation charges will be to buyers' account, which shall be reimbursed by buyer before shipment.

In case, we fail to establish workable LC, MMTC Limited shall be at liberty to invoke performance guarantee 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, Lodi Road, New Delhi – 110 003, India
Phone #:24368064-D/24362200 Fax #: 0091-011 24364106/24364105

CHROME CONCENTRATE SALE CONTRACT NO. MMTC/2013-14/CE (S) _____

Dated _____ 2014

This agreement is made on _____ 2014 between MMTC Limited, Core-1 Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003, INDIA, hereinafter called the SELLERS (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part and **M/S**

_____,
hereinafter called the BUYERS (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 **Chrome Concentrate** 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

Indian Chrome Concentrate
(Hereinafter called "CARGO").

ARTICLE 2 : QUANTITY

_____ MTs ($\pm 10\%$ at Buyer's option) of _____% grade of Chrome Concentrate supplied by **M/s Tata Steel Ltd, Kolkata**. (Partial shipment allowed).

ARTICLE 3 : SPECIFICATIONS (Subject to change)

Cr ₂ O ₃	: 50% BASIS 48% MIN.
Cr: Fe Ratio	: 2.70:1 MAX 2.40:1 MIN
SiO ₂	: 5% MAX.
Al ₂ O ₃	: 12% MAX.
PHOSPHOROUS	: 0.007% MAX.
SULPHUR	: 0.03% MAX.
MgO	: 14% MAX.
PHYSICAL SIZE	: 0 – 2 MM (90% MIN)
PACKING	: Loose in Bulk

ARTICLE 4 : PRICE

US\$ _____ (US Dollar _____ only) PDMT FOBT Paradip basis
50% Cr₂O₃ scale fraction pro-rata.

If Cr: Fe Ratio exceeds maximum limit, bonus @USD10.00 PDMT will be applicable extra.

If there is any difference between the specifications mentioned above and actual results as per Article 5 of this contract, Price will be adjusted as per Article 4 of this contract but documents will not be treated as discrepant. No penalty shall be applicable except for Cr₂O₃.

ARTICLE 5 : SAMPLING, ANALYSIS

a) **Analysis at load port:** At the time of **loading at Indian Port**, M/s Mitra S.K. Pvt Ltd. / M/s Superintendence Company of India (Private) Ltd./M/s. Inspectorate Griffith India Pvt. Ltd, appointed by Seller shall take representative sample and shall determine the analysis and dry weight at 105 degree centigrade. The analysis shall be conducted in accordance with the Bureau of Indian Standard (BIS). The cost of such sampling and analysis shall be to the Seller's account

The Buyer may, at his expense, nominate his representative to be present at the time of such sampling. The analysis thus determined shall be final and the basis for making out the invoice; such certificate shall be airtailed to the Buyer with utmost speed after completion of loading of vessel at the Indian port.

b) **Draft Survey at Load Port:** The determination of weight at load port shall be by draft survey by Mitra S.K. Pvt Ltd. / M/s. Inspectorate Griffith India Pvt. Ltd / M/s Superintendence Company of India (Private) Ltd.,. Such **draft survey** shall form the basis for determining the dry weight for final payment. The cost of **Draft Survey** at the load port shall be borne by Seller. The Buyer may, at his expense, send his representative to be present at the time of such **draft survey** of the vessel. The weight so determined at the loading port shall be final and be the basis for drawing 100% value of the shipment.

ARTICLE 6: EARNEST MONEY DEPOSIT

The buyer has deposited a bank guarantee as EMD bearing No. _____ dated _____ 2014 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 18 or to furnish a performance guarantee as per Article 7, the seller will have the right to invoke the bank guarantee and to take action as deemed fit. EMD will be returned after receipt of performance bank guarantee.

ARTICLE 7: PERFORMANCE GUARANTEE

The buyer shall furnish a performance bank guarantee for **USD** _____ (US Dollar two hundred eighty six thousand only) in the form of a bank guarantee towards **10%** of the sale value in favour of the seller through a scheduled Commercial Bank (other than Gramin Bank and Co-Operative Bank) at Delhi/NCR, India within ten calendar working days from the date of issuance of signed sale contract by MMTC. The Seller will accept the nomination of the vessel only after receipt of original performance bank guarantee and its confirmation by issuing bank. 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. In addition, MMTC will have right to claim all losses, damages, expenses, etc. from buyers and any other appropriate action as deemed fit. The PBG will be returned after satisfactory performance of the contract.

ARTICLE 8 : COMMERCIAL INVOICE

The Seller's commercial invoice shall be made out for hundred (100) percent of the shipment value based on the price as set forth in Article 4 and calculated on the basis of analysis/ weighment at the loadport as set forth in Article 5 (a) and (b). Loadport results of quality and quantity shall be final and binding to the buyer.

ARTICLE 9 : INSURANCE

To be covered by buyer from the time of discharge of the cargo from the loading devices into the vessel.

ARTICLE 10 : DELIVERY

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

ARTICLE 11 : DELIVERY PERIOD

SHIPMENT: upto 30th June, 2014. Laycan shall be accepted 5 days before the last cancelling date i.e. 25th June 2014.

ARTICLE 12 : PORT OF SHIPMENT

Paradip Port (India)

ARTICLE 13: TITLE AND RISKS

The title with respect to each shipment shall pass from Sellers to the Buyers when Seller receives reimbursement of the proceeds from the opening bank against the relative shipping documents as set forth in ARTICLE-19 after loading the vessel at the Indian port. Risk with respect to each shipment shall pass from the sellers to the buyer when the cargo has been loaded on board the vessel.

ARTICLE 14 : NOTIFICATION OF ARRIVAL

Buyer shall advise seller atleast 10 (Ten) days in advance of the estimated date of arrival of the vessel at loading Port specifying the type of vessel and other required details.

Buyer shall arrange from the master of the vessel to notify sellers three notices of the ETA of the vessel at the loading port. The first of such notice will be given 10(Ten) days prior to the ETA of the vessel, the second to be given 48(Forty eight) hours prior to the ETA and the third to be given 24 (Twenty four) hours prior to the ETA

ARTICLE 15: CHARTERING AND ALLOCATION OF VESSEL

- a. The vessels to carry cargo under the contract shall be chartered and allocated by the Buyer to the Seller.
- b. The Buyer, shall, before nomination of the vessel, in accordance with the delivery schedule provided above, refer to the Seller the laydays of the vessel for acceptance or otherwise which would be done by the Seller within three (3) days after the receipt of notice of allocation by the Buyer.
- c. Upon acceptance of the vessel by the Seller, the Buyer shall thereafter advise the Seller of the name of the vessel, quantity to be loaded with allowance of TEN (10) percent more or less and date of arrival of the vessel at Paradip Port (India)
- d. In case the Seller having once accepted the vessel fails to make the shipment, the Seller shall indemnify the Buyer for non-performance of the charter. Similarly if Buyer fails to perform the contract, Buyer will make good the losses to the seller.

- e. The extra expenses, if actually incurred, resulting from the change in the shipping programme once decided, such as, the cost of diverting the steamer shall, in principle, be to the account of the party who has proposed such change.

ARTICLE 16 : LOADING TERMS ON CQD BASIS

- 1) Loading of cargo shall be on CQD basis. There shall neither be any dispatch nor any demurrage.
- 2) 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 ship-owners which is to be ensured by the Buyer/Ship. If cargo is loaded in twin decks, any extra cost and or time incurred shall be confirmed in writing by ships master or the owners agents will be to the account of the buyer/ship.
- 3) Ship owner's agent at the loading port shall be appointed by the ship owner which is to be ensured by the Buyer.
- 4) B/L quantity shall be the quantity loaded which shall be determined as per paragraph (b) of article 5.
- 5) Any lighterage incurred at loading port shall be at the expense and risk of the Seller, if reason is attributable to seller.
- 6) 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 Buyers shall pay interest to the Sellers at the rate of 18.5% per annum for the period from the 4th day of completion of loading and trimming of the vessel till the Bill of lading is handed over to the Sellers or its authorized representative.

ARTICLE 17: MODE OF PAYMENT

The buyer shall establish an irrevocable and without recourse to drawer workable letter of credit (acceptable to MMTC) payable at sight valid for 45 days after latest date of shipment in USD in favour of the sellers/beneficiaries (**MMTC Limited, Alok Bharti Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007**) to cover 100% value of the cargo with tolerance for quantity and value as per contract from any of the top 50 banks (ranked on **25th February 2014** by bankersalmanac.com link <http://www.bankersacuity.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 calendar days from the date of issuance of signed sale contract by MMTC to the buyer. The LC shall be advised through [State Bank Of India, Commercial Branch, IDCOL House, Ashok Nagar, Bhubanewar 751 009 \(INDIA\) SWIFT SBININ BB 119, TELEX No. 06756209 SBI BIN, Fax No. 91-0674-2530803](#). The opening bank shall also add that the telex/SWIFT is operating instrument and no further confirmation is required. The L/C shall allow negotiation of documents for 100% shipment value within 21 days after Bill of Lading date at the counter of beneficiary bank. Notice of readiness (NOR) shall be accepted only on receipt of workable L/C through SBI Bhubaneswar 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 two working days prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority. L/C 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. L/C 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.

ARTICLE 18 : DOCUMENTS

Load port results as per Article 5 are final. After receipt of TT reimbursement against the Letter of Credit, following documents will be provided by the seller to the buyer through negotiating and opening bank:

- 1) Commercial invoice as per the Article 8 in quadruplicate
- 2) Certificate of Analysis at loading port as per paragraph (a) of Article 5 in triplicate.
- 3) Weight certificate at loading port as per paragraph (b) of Article 5 in triplicate.
- 4) Full set of negotiable clean on board or Shipped on Board ocean bill of lading evidencing shipment.
- 5) Certificate of origin of cargo.

ARTICLE 19 : NON-DELIVERY

Notwithstanding Article 11 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.

ARTICLE 20: DEFAULT

In case of non-lifting of cargo in part or full within the delivery period, the seller shall have the right to invoke the bank guarantee submitted towards performance guarantee as well as earnest money deposit. 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

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

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or terminations of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration.

ARTICLE 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 contract.

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, and 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 Tata Steel Ltd, Tata Centre, 43, JLN Road, Kolkata**. All responsibility of quality/quantity as well as performance of this contract is to the account of **M/S Tata Steel Ltd, Tata Centre, 43, JLN Road, Kolkata**. MMTC shall in no way be responsible for any claims/damages of Buyer for any reasons whatsoever.

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: 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 **2014** 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 or Cooperative Bank)

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

Dear Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi 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 there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this 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 thereunder unless a claim under the Guarantee is made on our Bank in writing on or before _____ (expiry date).
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason 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 _____ 2014

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

PERFORMANCE BANK GUARANTEE		
With validity upto	:	31st July 2014
With Claim period	:	31st August 2014