



MMTC Limited ,

NIC Building (4<sup>th</sup> floor),

8 India Exchange Place, Kolkata – 700 001

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

**GLOBAL NOTICE INVITING TENDER**

**TENDER NO.MMTC/MIN/.2014-15/LIMESTONE/ 001/002 DATED: 12<sup>TH</sup> JUNE 2014**

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

MMTC invites Global Tender from overseas suppliers for Import of 30,000 MT (+/-10%) Low Silica Limestone for supply to a Steel Plant in Odisha, India during. June-July 2014. The last date of submission of tender is at 1400 hrs 3<sup>rd</sup> July 2014.

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

Additional General Manager (Minerals)

Dear Sir,

**SUB: TENDER FOR IMPORT OF LOW SILICA LIMESTONE FROM OVERSEAS SUPPLIERS**

Established in 1963, MMTC Limited, a Government of India Enterprise is a leading international trading company with annual turnover of over US\$ 5.20 billion during 2012-13. It is engaged in the field of international trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc. MMTC is one of the major global players in the minerals trade and is the single largest exporter of minerals from India. For Further details please visit our website at [www.mmtclimited.com](http://www.mmtclimited.com)

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

MMTC (Purchaser) invites offers in two bids system for import of 30,000 MT (+/-10%) of Low Silica Limestone from Overseas Producers/ Overseas Suppliers / Traders at Paradip Port, India, for supply to NINL plant (ACTUAL USER) at Duburi, Odisha. The bidders are requested to submit their offers as per the tender documents. The last date of submission of tender is at 1400 hrs IST on 3<sup>rd</sup> July 2014.

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

The bidders shall submit their Technical bids alongwith supporting documents in a sealed envelope in the tender box and the Price Bid in electronic/physical mode in MMTC's E-portal at <http://mmtc.eproc.in>.

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

Please send your Technical bid addressed to Shri A. Hembram, Additional General Manager, Minerals Division at the below mentioned address to reach latest by 1400 hrs on 3<sup>rd</sup> July 2014.

MMTC LIMITED,  
NIC BUILDING (4<sup>TH</sup> FLOOR),  
8 INDIA EXCHANGE PLACE ,  
KOLKATA – 700 001

THANKING YOU,

(A. HEMBRAM)  
ADDITIONAL GENERAL MANAGER (MINERALS)

**SECTION I**

1. **COMMODITY** Limestone (Low Silica)
2. **QUANTITY** : 30,000MT (+/-10%) at buyer's option. Partial Shipment or Bid offering partial quantity shall be rejected.
3. **SPECIFICATIONS** : CaO : 54% Min  
SiO<sub>2</sub> : 2% Max;  
Al<sub>2</sub>O<sub>3</sub> : 0.5% max;  
MgO : 0.7% max  
Size : 30 – 60 mm,  
Tolerance on size:  
-(Minus) 30 mm : (3% Max),  
+(Plus) 60mm : (2% Max)  
  
(For detail Chemical & Physical specifications please see at **Annexure I**)
4. **ORIGIN** : Overseas
5. **PORT OF DISCHARGE** : Paradip, India
6. **PORT OF SHIPMENT** : **Any** main port of foreign country
7. **DELIVERY PERIOD** : **JULY-AUGUST 2014**
8. **EARNEST MONEY DEPOSIT:**

Each bid shall be accompanied by an earnest money deposit (EMD) in the form of a Bank Guarantee in favour of MMTC Limited through a scheduled commercial Bank at Kolkata for US\$ 10,000 (US Dollars ten Thousand only) (Bank Guarantee proforma is enclosed at **Appendix I**). EMD shall be submitted with Techno Commercial bid. Bid received without requisite EMD shall be rejected. Non-acceptance of LOI, failure of signing the contract within the time allowed and non-submission of PBG in time shall be construed as a failure and the EMD (BG) shall be invoked. EMD shall be returned to the unsuccessful bidders. The EMD submitted by successful bidder shall be retained till completion of contract. Bidders shall submit copy of BG alongwith technical bid. Bidders shall instruct the BG issuing bank to send the original BG directly to MMTC Kolkata before the due date.

MTPL, Singapore being a Subsidiary of MMTC is exempted from submission of above EMD.

**9. PERFORMANCE GUARANTEE:**

THE PURCHASER shall issue a Letter of Intent (LOI) to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format at **Appendix-II**) for an amount USD 30,000 (USD Thirty Thousands Only). Within 3 working days of issuance by the purchaser of unsigned contract, The Seller shall forward to purchaser duly signed and stamped contract for signature by the Purchaser. The performance Bank guarantee as per our pro-forma shall reach the purchaser within 10 working days from the date of issue of signed contract. PBG shall be issued by any scheduled commercial bank in India (other than Co-operative banks)

Kolkata Branch. The PG Bond shall be kept valid till [31<sup>st</sup> August 2014](#). Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. can be invoked.

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

MTPL, Singapore being a Subsidiary of MMTC is exempted from submission of above Performance guarantee.

#### **10. CATEGORIES OF BIDDERS:**

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

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

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

#### **11. ELIGIBILITY CRITERIA :**

The Bidder shall fulfill all the following conditions and submit supporting documents thereof:-

- i) Company Profile furnishing information / data / documents / printed and illustrated literatures / brochures covering the following aspects:-
  - a) Detailed information of the Lime Stone Producer (Mine owner)
  - b) Country of origin of Limestone indicating the actual geographical location of the Low Silica Limestone Mine(s).
  - c) Name(s) and Location of the Limestone mine(s).
  - d) Production capacity of Limestone Mines and average annual production of Low Silica Limestone for the last three years.
  - e) Exports of Limestone during the last three years from the mine from which Low Silica Limestone is offered.
  - f) List of actual users (Integrated Steel plant) (with complete postal addresses) to whom seller has supplied Minerals, in any of the last 3 (Three) years.  
(Bidder's certificates for Sl. No. 11 (i) (a) to 11(i) (g) are acceptable)
- ii) The Minimum annual turn-over of the Bidder shall be US\$ 5 million during 3 last financial year and Minimum net worth on reporting last financial year shall be US\$ 1 million. Auditor Certificate shall be acceptable.
- iii) The bidder shall have minimum one year experience in mineral business. Auditor Certificate shall be acceptable.
- iv) In case of trader, an authorization letter to submit bid on behalf of mine-owner or a Sale-Purchase agreement between them shall have to be submitted.

- v) Bidders are required to submit their credit rating report by Dun & Brad Street. Such rating shall be satisfactory or better and the report shall not be more than one year old on the date of submission to MMTC i.e. issued on or after 31<sup>st</sup> July 2014.
- vi) The Bidder shall submit EMD for USD 5,000 (US Dollars fivethousand only) in the form of a Bank Guarantee as per MMTC's standard proforma ( **Appendix-I** ). Bidders shall submit a copy of BG alongwith tender documents and the bidder shall instruct their BG issuing bank to forward the original BG directly to MMTC Kolkata.
- vii) Bidder shall submit a satisfactory Bank Reference Report issued on or after 31<sup>st</sup> July 2014
- viii) In case, the bidder is not a producer and then the bidder shall submit a Letter of Authority from established Low Silica Limestone producer (mine-owner) as per proforma at **Appendix-III**
- ix) Bidder shall furnish an Undertaking on Performance Guarantee as per proforma at **Appendix-IV**.
- x) Authorization for the person signing the tender as per proforma at **Appendix-V**.
- xi) The bidder is required to enter into an "Integrity Pact" with the Principal i.e. MMTC. The Integrity Pact (as detailed at Section –II: Appendix - X) has to be signed by the Proprietor / Owner / Partner / Director or by their duly Authorized signatory. In case of failure to return the Integrity Pact along with the offer / bid, duly signed by the authority as mentioned above, will disqualify the offer / bid.
- xii) MTPL, Singapore being a subsidiary of MMTC shall be exempted from submission of EMD and Performance Bank Guarantee.

All documents must be in English.

## **12. PRICE TERMS :**

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

- i) IN USD ON THE BASIS OF FOB (TRIMMED) PORT(S) OF LOADING and
- ii) IN USD ON THE BASIS OF CFR (FO) PARADIP (FOB Price plus Freight – both are to be indicated separately)

## **13. STATEMENT OF DEVIATIONS:**

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

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

## **14. SAMPLING AND ANALYSIS:**

The SELLER/PRODUCER(MINE OWNER) shall, at his own expense, arrange to carry out at the loadport, the sampling and analysis of the MATERIALS in lots of 5000 MT, in accordance with the relevant Indian Standard Specifications through the independent inspection agency at the loadport, to be nominated by the SELLER/PRODUCER(MINE OWNER) and approved by the PURCHASER. In general, IS: 10345: 1992 will be followed for the testing procedure with

material specifications as in the agreement. The SELLER/PRODUCER (MINE OWNER) shall tender the material for sampling & analysis to be obtained by independent Inspection agency and shall render all assistance in this regard to the above nominated agency. The PURCHASER may, at his option and at his own expense, depute his representative(s) to witness the sampling and analysis by the independent inspection agency at loadport and may also obtain a part of the Loadport sample for testing. The SELLER/PRODUCER (MINE OWNER) shall provide necessary assistance in this regard to the PURCHASER'S representative(s).

The gross sample of the MATERIALS delivered in each consignment, drawn for the purpose of determination of loadport analysis, shall be divided into three parts. The first part of the composite sample shall be used by the independent inspection agency at loadport for determination of the loadport analysis. The second part of the composite sample shall be retained (for a period of six months) by the independent inspection agency at the loadport in suitably packed and sealed condition and shall be treated as "PURCHASER SAMPLE". The third part of the composite sample shall be retained (for a period of six months) by the independent inspection agency at the loadport in suitably packed and sealed condition and shall be treated as "LOADPORT REFEREE SAMPLE".

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

**a) LOAD PORT ANALYSIS:**

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

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

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

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

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

**b) DISCHARGE PORT ANALYSIS:**

The Purchaser and the SELLER/PRODUCER (MINE OWNER), at their respective cost, through independent Inspection Agencies appointed by the Purchaser and the SELLER/PRODUCER (MINE OWNER), will carry out at the discharge port, the joint sampling of the material delivered in each consignment. The Analysis of the Sample collected jointly, will be carried out at the Testing laboratory approved by SELLER/PRODUCER (MINE OWNER) & PURCHASER in India in the presence of the representatives of both inspection agencies. The analysis report of the testing lab shall be signed jointly by the respective inspection agencies appointed by the SELLER/PRODUCER (MINE OWNER) & PURCHASER, and shall be binding on both the parties for release of

balance payment of the invoice value of each shipment after making necessary adjustments towards rebate / diminution / penalty/ LD as per the terms of the tender. Utmost precaution shall be exercised by the SUPPLIER at the time of shipment of each consignment to ensure that the Specifications stipulated in Annexure –I of the tender are strictly complied with. The PURCHASER reserves the right to terminate the offers in case there are deviations from the stipulated Specifications. The joint disport analysis shall be final. In case of variations between loadport and discharge port result, the seller/producer and purchaser shall settle the variations amicably. In case the issue is not settled then parties shall refer for umpire analysis.

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

**c) LIST OF INDEPENDENT INSPECTION AGENCIES:**

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

**15. PRICE ADJUSTMENT**

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

**16. CHARGEABLE WEIGHT :**

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

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

**17. TERMS OF DELIVERY:**

The period of delivery is the essence of this tender. Immediately after acceptance of LOI in case of FOBT agreements, the purchaser shall arrange for chartering suitable vessels for taking delivery of the material on the basis of FOBT port of loading. In case of CFR contracts the Seller shall charter suitable vessel.

The Seller take necessary steps to ensure that sufficient quantity of material is ready for delivery at the load port to enable the nominated vessel to off take the ordered quantity within the

delivery period. The purchase shall endeavor to nominate vessel as per the stem, however, the Seller may accept vessels with minor changes in lay-days and quantities. For any delay in clearance at the port of destination on account of non supply of shipping documents in time and / or due to faulty documents, the Seller would be held responsible for any demurrage, port rent etc. which the purchaser may become liable to pay to the authorities at the discharge port in India.

**18. PAYMENT TERMS :**

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

- 1) 90% of the FOB (T) value of the material at sight on presentation of the following documents.
  - a. 3/3 sets of original clean on Board Bill(s) of Lading made out “ To order “ and blank endorsed marked Notify “MMTC Limited,”. The Bills of Lading issued by Ocean Lines only. House BL’s or any other BL’s are not acceptable
  - b. Charter Party Bill(s) of Lading marked “Freight Pre-paid” (in case of C&F(FO) basis) or “freight payable as per Charter Party” (in case of FOB(T) BASIS) will be acceptable.
  - c. Signed Commercial Invoices-in quadruplicate.
  - d. Certificate of Sampling and Analysis issued by the independent inspection agency mutually agreed by seller and purchaser at loadport clearly specifying that the sampling and analysis pertains to the named low silica limestone loaded on the vessel – in duplicate. On no account, the Analysis result of any technical parameter shall exceed the absolute maximum/absolute minimum tolerance limit stipulated under Technical Specifications as indicated at Annexure-I to this Tender. The 30-60mm size is less than 90% and (-) 30mm size fraction is within 3%, the material will be accepted but price of material of only US\$1 (US Dollar one) per ton will be paid for the quantity which is outside the absolute limit in respect of 30-60mm.
  - e. Certificate of Origin issued by recognized Chamber of Commerce of exporting country in duplicate.
  - f. Loadport Draught Survey Weight Certificate issued by the independent inspection agency at loadport-in triplicate.
  - g. SELLER’S Certificate-in quadruplicate, confirming that (a) one negotiable copy of the Bill of Lading along-with four non-negotiable copies of Bill of Lading; (b) two non-negotiable copies of Commercial Invoice; (c) six copies of the Certificate of Sampling and Analysis at loadport; (d) two copies of Certificate of Origin; (e) two copies of Loadport Draught Survey Weight Certificate and (f) copy of SELLER’S Fax/e-mail advice of shipment to the PURCHASER, have been sent through Courier Service directly to the PURCHASER at MMTC Limited , NIC Building , 4<sup>th</sup> FLOOR), 8 India Exchange place , Kolkata – 700 001 within seven days from the date of Bill(s) of Lading. Seller to submit copy of challan issued by courier alongwith certificate.
  - h. Copy of SELLER’S FAX/e-mail advice of shipment to the PURCHASER referred to in quadruplicate detailing documents mentioned at (a) to (f).
  - i. Within 7 (seven) days from the date of Bill of Lading, the SELLER shall send through Courier Service, direct to the **MMTC Limited, Alok Bharti Complex, 7<sup>th</sup> Floor, Sahid Nagar, Bhubaneswar-751007** ”, the following documents in respect of each shipment:



- One negotiable copy of Bill of Lading along-with four non-negotiable copies.
  - Two signed copies of Commercial Invoice.
  - Six signed copies of the Certificate of Sampling and Analysis at loadport.
  - Two signed copies of Certificate of Origin.
  - Two signed copies of loadport Draught Survey Weight Certificate.
  - Copy of SELLER'S FAX/e-mail advice of shipment to the PURCHASER.
- a) The SELLER shall email copies of signed and stamped Bills of Lading, Commercial Invoice, Certificate of Sampling and Analysis, Certificate of Origin and Loadport Draft Survey Certificate, Seller's Certificate and Seller's advice to shipment to the PURCHASER at e-mail [ahembram@mmtclimited.com](mailto:ahembram@mmtclimited.com) & [kkpaul@mmtclimited.com](mailto:kkpaul@mmtclimited.com) & [bddash@mmtclimited.com](mailto:bddash@mmtclimited.com) with the scanned documents within 5 working days after the Bill of Lading Date.
- b) The Invoices so raised by Seller should follow provisions of tender/contract.
- 2) Balance 10% FOB(T) value shall be made as per the discharge port joint sampling and analysis after making necessary price adjustments for variations, if any, mentioned in at Annexure II.
- 3) In case of supplies on CFR terms, 100% of freight shall be made by the purchaser along with the initial payment of 90% of FOB (T) value of the material for each Shipment.
- 4) All bank charges at the SELLER/PRODUCER'S end shall be borne and paid for by the SELLER/PRODUCER. All bank charges at the PURCHASER'S end shall be borne and paid for by the PURCHASER. In case of amendment of LC on request of Seller, the charges so incurred shall be payable by Seller. Confirmation of the L/C can be arranged at the cost of the seller. Transferable L/C is not permitted. L/C shall provide for payment on sight on submission of standard shipping documents duly complying with the provisions of terms of Letter of Credit.

**19. SHIPPING TERMS:**

The PURCHASER shall have the option to import the MATERIAL either on FOB basis or CFR basis. The terms and conditions for delivery of the material on FOB (T) port of loading and on CFR basis destination port are given at **Annexure-III and Annexure-IV**.

Seller shall provide shipping / loadport details as **Appendix-VII**.

**20. PREPARATION OF BIDS:**

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

- A) Techno-commercial bid
- B) Price Bid

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

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

- i) Company Profile furnishing information / data / documents / printed and illustrated literatures / brochures covering the following aspects:-
  - a) Detailed information of the Lime Stone Producer (Mine owner) in auditor report.
  - b) Country of origin of Limestone indicating the actual geographical location of the Low

Silica Limestone Mine(s).

- c) Name(s) and Location of the Limestone mine(s) .
- d) Production capacity of Limestone Mines and average annual production of Low Silica Limestone for the last three years indicate in auditor certificate.
- e) Exports of Limestone during the last three years from the mine from which Low Silica Limestone is offered indicate in auditor certificate.
- f) List of actual users (Integrated Steel plant) (with complete postal addresses) to whom seller has supplied maximum in any of the last 3 (Three) years. Copy of Buyer's invoice may be attached.

(Bidder's certificates for Sl. No. 20 (i) (a) to 11(i) (c) are acceptable)

- ii) 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.
- iii) In case of trader, an authorization letter to submit bid on behalf of mineowner or a Sale-Purchase agreement between them shall have to be submitted.
- iv) Bidder shall enclose a Credit rating Report from any one of the following agencies: (D&B, S&P, Moody's, ICRA, CRISIL, CARE) Credit rating report should be issued on or after 31<sup>st</sup> July 2013
- v) Bidders shall enclose a Bank reference report issued on or after 31<sup>st</sup> July 2014.
- vi) Bidder shall submit an Earnest Money Deposit (EMD) for USD 5,000 (US Dollars Five Thousand only) in the form of Bank Guarantee (BG format enclosed at [Appendix - I](#). The bidder shall submit a copy of the BG alongwith tender documents in sealed envelope. The banker of the bidder shall submit the original BG to Shri A. Hembram, Dy. General Manager, MMTC Limited, NIC Building (4<sup>th</sup> Floor, 8 India Exchange Place, Kolkata 700 001 on or before the due for opening of Technical bids.
- vii) In case of a trader, the bidder shall submit a Letter of Authority from Producer as per proforma at [Appendix III](#).
- viii) Bidder shall submit an undertaking to establish performance guarantee as per proforma at [Appendix IV](#).
- ix) The bidder shall submit Chemical & Physical specifications of the cargo being offered as per proforma at [Appendix-V](#).
- x) Statement of Deviations from specifications and bid terms duly signed and completed in all respect as per proforma at [Appendix-VI](#).
- xi) The bidder shall submit Shipping/loadport details as per proforma at [Appendix-VII](#).
- xii) Bidder shall submit a Letter of Authority in favor of authorized official for signing the tender documents as per proforma at [Appendix IX](#).
- xiii) Bidder shall submit duly signed and stamped all documents given in **Section-I** (including all annexures ) of the tender notice.

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

**B) PRICE BID (Electronic Mode only):**

The bidder shall submit price bid in physical mode and electronic mode at MMTC's E portal [www.tenderwizard.com/MMTC](http://www.tenderwizard.com/MMTC) as per format enclosed at **Annexure-V** on the basis of FOB (Trimmed) named port(s) of loading and CFR (Free out) Paradip port. Break-up of cost & freight should be indicated separately, distinctly and invariably under CFR (FO) quotation. In quoting the CFR(FO) price, the Bidder is not subject to any restriction on the choice of shipping line.

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

**21. CRITERIA OF EVALUATION:**

The techno commercial bids shall be evaluated by the purchaser in consultation with the actual user. A list of successful bidders shall be prepared who comply the terms and conditions of the tender. The price bids of techno commercial qualified bidders shall only be opened. Bids shall be evaluated based on CFR price in USD PMT, Paradip port. For FOB offer, the ocean freight shall be added to arrive at CFR price. Bidder shall quote for a minimum quantity of 50,000 MT (+/- 5%) (Shipping tolerance).

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

**22. VALIDITY OF OFFER:**

Each Bidder shall keep his offer firm and valid for acceptance by MMTC for 15 days from the date of closing of tender.

**23. INSURANCE:**

In case of FOB shipment, the PURCHASER shall at his own expense arrange for suitable Marine Insurance cover for the entire material. For the purpose of insurance the SELLER shall immediately at the time of commencement of loading of MATERIAL intimate the PURCHASER about the loading of the cargo onto the nominated vessel and shall also within two working days from the date of BL intimate the PURCHASER, the port of loading, the name of the vessel, the quantity of the MATERIAL loaded on the vessel as per Load port Draught Survey, Weight and value thereof, the Bill of lading Number and date, the date of sailing of the vessel, the name of the destination port and the expected date of arrival of the vessel at the destination port. The SELLER shall forward the message by mail and fax both, twice to ensure clear receipt of the message by the PURCHASER.

**24. LIABILITY OF GOVT. OF INDIA:**

It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SELLER expressly agrees, acknowledges

and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed *that* the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the SELLER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this tender and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this tender.

**25. TAXES & DUTIES:**

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

**26. EXPORT LICENCE :**

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

**27. RISK PURCHASE :**

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

**28. LIQUIDATED DAMAGES :**

In the event of the SELLER'S failure to deliver the required MATERIALS within the stipulated time, the SELLER shall have to pay as liquidated damages (and not by way of penalty), a sum equivalent to one percent of the price of any MATERIALS which the SELLER has failed to deliver, as aforesaid, for each and every month of delay or part thereof provided, however, such liquidated damages shall not apply to any period of extension granted by the PURCHASER/under Force Majeure conditions. The maximum amount of Liquidated Damages levied on any shipment will not exceed 10% of the value of the MATERIALS in that shipment. Delivery of the MATERIALS after the same shall become liable for levy of liquidated damages under this Clause and shall not operate as a waiver of Purchaser's right to levy liquidated damages.

**29. AWARD OF CONTRACT**

MMTC shall award the contract to the lowest bidder (L1) only subject to reconfirmation from the actual user of the cargo. MMTC and the successful bidder shall enter into a purchase contract as per standard terms and conditions of MMTC (Contract format enclosed at [Appendix-VIII](#)). In case the successful bidder fails to forward the signed purchase contract within 3 working days from the date of issuance of contract by MMTC, the seller (MMTC) reserves the right to invoke the bank guarantee submitted by the bidder as EMD.

**30. DUE DATES**

Submission of Techno commercials Bids and Price Bids : 3<sup>rd</sup> July 2014 by 14:00 hrs IST  
Opening of Techno commercial : 3<sup>rd</sup> July 2014 by 14:30 hrs IST  
Opening of Price Bid on or after : 4<sup>th</sup> July 2014 by 11:00 hrs IST

The price bids of technically successful bidders only shall be opened on 11:00 hours IST on or after 4<sup>th</sup> July 2014.

### **31. MODE OF SUBMISSION OF TENDER**

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

#### **31.2 PROCEDURE FOR PARTICIPATING IN E-TENDER**

E-tender is available on MMTC E-procurement website [www.tenderwizard.com/MMTC](http://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](http://www.cca.gov.in)) and have to register with e-procurement portal <https://mmtc.eproc.in> (a one time activity)

#### **31.3 PROCEDURE FOR OBTAINING DIGITAL CERTIFICATE**

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital Certificate is given in the website [www.tenderwizard.com/MMTC](http://www.tenderwizard.com/MMTC). In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

#### **31.4 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](http://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](mailto:pradeep.sr@antaressystems.com), [pradeep.sr@antaressystems.com](mailto:pradeep.sr@antaressystems.com), mobile phone 91- 9686196751 OR Mr. Yogesh email id [yogesh.m@antaressystems.com](mailto:yogesh.m@antaressystems.com), [yogesh.m@antaressystems.com](mailto:yogesh.m@antaressystems.com), and mobile phone 91-9686196755.

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

- I) PART A: Techno commercial (Physical mode) and
- II) PART B : Price bid (Electronic mode ).

#### **32.1 Part – A: Techno commercial: (Physical Form only)**

The techno commercial bid 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 **Additional General Manager, Mineral Division, MMTC Ltd., 4<sup>th</sup> Floor, NIC Building, 8, India Exchange Place, Kolkata - 700 001.**

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

**BIDDERS WHO HAVE ALREADY SUBMITTED TECHNICAL BID DOCUMENTS IN THE PREVIOUS TENDER, NEED NOT SUBMIT THESE DOCUMENTS AGAIN. HOWEVER, THE BIDDERS SHOULD INDICATE THAT THEY HAVE ALREADY SUBMITTED THE REQUIRED DOCUMENTS AND THE SAME SHALL BE VALID FOR THIS TENDER. OR MENTION THE TENDER NO RELAXATION FOR ALL DOCS SHOULD NOT BE ALLOWED. D&B REPORT BANK REFERENCE, BG MUST BE SUBMITTED AFRESH BY ALL BIDDERS.**

**32.2 PART-B: PRICE BID: (ELECTRONIC MODE ONLY)**

The bidders shall submit their price bids in electronic/physical mode at MMTC E portal at <http://mmtc.eprocure.in>. The bidder shall submit price bids in FOB and CFR basis separately 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 only successful bidder (Techno commercial) will be opened as per due date. Incomplete offer or offers received after the closing time and date shall not be accepted.

**33. GENERAL CONDITIONS**

- 33.1 The supplies of the MATERIALS shall be as per the guaranteed specifications. However, for any deviations in exceptional cases, in the Certificate of Sampling and Analysis at the Loadport, referred to in hereinabove, from the quality specifications laid down, the SELLER shall allow price adjustments (as per annexure II) in his invoice covering the delivery of the MATERIALS in the consignment where such deviations are noticed.
- 33.2 Utmost precaution shall be exercised by the SELLER at the time of delivery of each consignment to ensure that the Guaranteed Specifications stipulated of Technical Specifications are strictly complied with. The Purchaser reserves the right to terminate the contract in case there are deviations from the Guaranteed Specifications.
- 33.3 Subject to the term and conditions set out herein, purchase shall be made to the lowest bidder (L1). Buyer reserves the right to modify and amend the terms & conditions and announce the same at any time before the e-tender concludes. Announcements during the e-tender on the website and/or by facts including announcement of any additional conditions or correction in the catalogue and/or additions or deletions of items being offered for purchase are binding on the bidder.
- 33.4 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.
- 33.5 EMD of the unsuccessful bidder will be returned back and for the successful bidders it will be retained and returned after satisfactory performance of the contract.
- 33.6 Participation and bidding in this tender shall be treated as conclusive evidence of the fact that bidder has understood the terms and conditions of tender. The imported cargo shall be procured for use of Steel Plant and all terms & conditions shall be on back to back basis with the actual user. The actual user shall consume the imported lime stone in its steel plant for SMS operation. In case of any dispute quality, quantity or any other claim, the actual user shall intimate MMTC and MMTC shall thereafter takeup the matter with the Seller. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of e-tender including the amendments if any, prevailing at the time of tender. Buyer and Antares Systems will not entertain any complaints or objections once bid is placed.
- 33.7 Antares Systems does 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 calendar days from the date of issuance of contract by

MMTC, the Buyer reserves the right to invoke the bank guarantee submitted by the bidder as EMD. The Buyer also reserves the right to debar such bidder from participating in any future e-tender of MMTC or any other action as deemed fit.

- 33.8 The BG issuing bank must have a net worth of atleast Rs.500 Crore and Capital Adequacy Ratio of at least 9%. The BG shall be issued by a scheduled commercial bank excluding Gramin bank and cooperative banks.
- 33.9 MMTC shall have the right and authority to review / modify / amend any condition / format of this tender.
- 33.10 After finalization of the purchase price, MMTC will arrange to send standard purchase contract to the seller for signatures.
- 33.11 After receipt of signed contract from MMTC through fax/e-mail, the buyer will put their authorized signature with seal and send the signed contract to MMTC within three working days.
- 33.12 If for any reason, the seller fails to send the signed contract or fails to open the requisite Performance Guarantee (BG) for appropriate value, MMTC reserves the right to encash the EMD available with MMTC.
- 33.13 Notwithstanding anything specified in these tender documents, MMTC Limited at its sole discretion, unconditionally and without having to assign any reason, reserves the following rights:
- a) To accept or reject the lowest offer or any other offer or all the offers,
  - b) To accept any offer in full or in part,
  - c) To procure the tendered quantity from more than one bidder, if L1 bidder is unable to supply the entire quantity.
  - d) To reject the offers not conforming to the tender terms without further correspondence.
  - e) To reject the offer of past supplier(s) with unsatisfactory track record.
  - f) To increase the tendered quantity if suitable bids are received.

**34. FORCE MAJEURE:**

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

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

### **35. ARBITRATION**

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

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## ANNEXURE-I

## CHEMICAL AND PHYSICAL SPECIFICATIONS FOR LOW SILICA LIMESTONE

<i>For 30 –60 mm size low silica limestone Parameters</i>	<b>Unit</b>	<b>Guaranteed Specification</b>	<b>Absolute Limit</b>
<b>CHEMICAL</b>			
CaO	%	54.0 Min	Between 50% and 53% - penalty @ 2% of the price. Below 50% Rejection
SiO <sub>2</sub>	%	2.0 Min	Between 2% and 2.5% - penalty @ 2% of the price. Above 2.5% rejection
MgO	%	0.7 Max	0.7 Max
Al <sub>2</sub> O <sub>3</sub>	%	0.5 Max	0.5 Max
Fe <sub>2</sub> O <sub>3</sub>	%	0.2 Max	0.2 Max
P	%	0.05 Max	0.05 Max
S	%	0.025 Max	0.025 Max
Total Moisture	%	0.5 Max.	0.5 Max.
<b>PHYSICAL</b>			
<i>Size: 30-60mm (Loadport)</i>	%	<i>100Min.</i>	<i>94 Min.</i>
<i>30-60mm (at Discharge Port)</i>	%	<i>94%Min.</i>	<i>90% Min.</i>
<i>-30mm</i>	%	<i>3% Max.</i>	<i>3% Max.</i>
<i>+60-65 mm</i>	%	<i>Nil</i>	<i>2% Max.</i>
<i>+65 mm</i>	%	<i>Nil</i>	<i>Nil</i>
<b>OTHERS</b>			
<i>Tumbler Index(+6.5mm)</i>	%	<i>90 Min</i>	<i>90 Min</i>
<i>Shatter Index(+10mm)</i>	%	<i>95 Min</i>	<i>95 Min</i>
<i>Decripitation Index(-15mm)</i>	%	<i>3.5 Max</i>	<i>3.5 Max</i>

*N.B: Except as otherwise provided for, on no account, Low Silica SMS Grade Limestone with technical characteristics falling above / below the absolute limits shall be delivered / accepted.*

**ANNEXURE-II****PRICE ADJUSTMENT FOR DEVIATION FROM SPECIFICATIONS**

If the chemical analysis and physical size analysis of any shipment exceeds the guaranteed specifications specified in **Annexure I** of the tender. The following penalties shall apply in the consignment where such deviations are within permissible limits.

- 1) Penalty for off specifications as per discharge port sample and analysis For chemical elements in excess of the guaranteed specifications:-

SiO <sub>2</sub>	:	Nil penalties, where the SiO <sub>2</sub> content does not exceed guaranteed specifications.
	:	Between 2% and 2.5% - penalty @ 2% of FOBT price per metric to.
		Rejection, if SiO <sub>2</sub> is more than 2.5%. No payment shall be made in such case.

- 2) Penalty for size of material : If as per discharge port joint sampling and analysis:
- The 30-60mm size is less than 90% and (-) 30mm size fraction is within 3%, the material will be accepted but price of material of only US\$1 (US Dollar one) per ton will be paid for the quantity which is outside the absolute limit in respect of 30-60mm.
  - If (-)30mm size fractions in the shipment exceeds 3%, the material will be accepted but price of material of only US\$1 (US Dollar one) per ton will be paid for the quantity which is outside the absolute limit, even if the 30-60 mm satisfies the absolute limit of 90%.
  - If the 60 MM to 65 MM size of the cargo exceeds 2%, this quantity shall be reduced from the total quantity and no payment will be made for the oversized quantity . If the 60 MM to 65 MM size of the cargo is within 2%, it will be accepted at a price of USD 1 per MT.*
  - No payment shall be made for + 65 mm size material. No bonus/increment will however be applicable for improvement in specifications observed over the values offered and guaranteed by the SELLER/PRODUCER (MINE OWNER).
- 3) Material shall not be loaded & shipped if the Chemical & Other Specifications, as per load port analysis do not conform to the specification stipulated in Annexure I. Material having a decrepitating value more than 3.5 % should not be loaded & shipped by the supplier.
- 4) If as per discharge port joint sampling and analysis, any technical parameters (other than silica content and size fractions) stipulated in Annexure-II of the Agreement is found to be beyond the absolute limits, the material will be accepted but a price of only US\$1.00 (US Dollar one only) per metric ton shall be payable for the total quantity delivered in the shipment. In case of C&F (FO)-contract, freight however will be payable in full.

Material shall not be loaded & shipped if the size fractions, as per load port analysis do not conform to the specification stipulated above. If as per discharge port joint sampling and analysis do not satisfy the above stipulated limits, the SELLER/PRODUCER (MINE OWNER) shall concede the following penalty and make necessary adjustments in the invoices while claiming the balance 20% of price of material.

**SHIPMENT TERMS IN RESPECT OF FOBT CONTRACTS**

1. Within 7 days of the conclusion of the contract, the Seller will give to the Buyer and the Chief Controller of Chartering, Ministry of Shipping & Transport, New Delhi a firm schedule showing the quantities available and the dates from which they would be available at port of Loading. Sellers shall make available a quantity as declared by them to be shipped under the contract at a time to enable the Buyers to Charter the vessel. The Buyers/ Chief Controller of Chartering have also the option to call the additional parcel within shipping tolerance.
2. The Chief Controller of Chartering, Ministry of Shipping and Transport will arrange and co-ordinate shipment of Limestone and will charter or arrange to charter a ship to move the Limestone according to the schedule given by the Sellers.. If cargo is not available after ship has arrived in the port of loading according to schedule, the Seller shall be responsible for the costs of demurrage of the vessel, and dead freight, detention, if any. All losses/cost due to incomplete loading because of the non-readiness of either part or whole of the goods, when the vessel has been in port at due time, and the notice of readiness has been served will be for seller/shipper account.
3. Seller shall give approximate 10 days advance notice prior to commencement of laydays in respect of each shipment to buyer/TRANSCHART, New Delhi for finalising/nominating suitable vessels to seller within stipulated laydays.
4. Seller shall expedite stem confirmation/clean acceptance of nominated vessel within 24 hours of receipt of nomination of vessel by buyers/TRANSCHART, New Delhi.
5. Vessels nominated by Buyers to be dry and clean.
6. The seller shall agree to load from one/two safe berth(s) always accessible from the port. In case, two berths are used for loading, shifting expenses including bunker-oil consumed, tugs hire and crew's overtime will be to vessel's account and time for shifting not to count as laytime. All Costs and time of more than one shifting shall be on Seller's account.
7. If cargo shall be loaded into deep tanks or places not easily accessible for stability of the vessel, any extra costs for stowage shall be borne by the Sellers.
8. Vessels shall be fully fitted with winches and derricks in good working order, capable of being worked simultaneously and to their full capacity. The vessel shall give free use of winches and steam or power for same if required, but not exceeding their ordinary capacity and all available power for loading and discharging, also light for night work, on board winchmen from crew to be used if permitted, otherwise shores winchmen will be for seller's account.
9. The seller will load, stow and trim the vessel at the port of loading at the minimum rates 6000 MT per WWDSHINC.
10. Port charges, quay dues and similar dues on ship for Owner's account. The Seller shall pay all dues and duties on the cargo in the country of origin/ shipment, including taxes on cargo. Freight tax, if any, on owner's account..
11. Buyers shall be responsible towards Sellers for despatch money on all working time saved at loading port.
12. First opening and last closing of hatches shall be for owners expense and time for the same shall not count

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13. The cargo shall be loaded by Seller/Shipper free of expenses and risk to the vessel but under the supervision of the Master. Overtime to the account of the party ordering it. Officer/Crew's overtime to owner's account. Overtime if ordered by port authorities same to be shared equally between owners and sellers at loading port .
14. Notice of Readiness shall be tendered with clean holds hatches open and ready in all respect to load at any time after vessel has arrived at loading port whether in berth or not. Laytime for loading shall commence 12 running hours after tendering of Notice of Readiness unless used, in which case, actual time used to count.
15. Any lighterage required for loading will be on seller's account.
16. Buyer shall ask for sellers/ shippers stem before fixing vessel definitely, stating at the same time the vessel's draft. Transchart shall nominate vessel with all available details including draft. Supplier should indicate loadport restrictions/ requirements.
17. Owners shall give Seller/Buyers 7 running days approximate notice of vessel's expected readiness to load, stating approximate quantity required in metric tons, or cause such notice to be served on Shipper's port Representative. 5 running days definite notice of vessel load readiness at loading port will be given to Buyer/Sellers or their Representative. Time of arrival to be telegraphically confirmed by the Master not later than 72/48/24 hours in advance.
18. In case of two ports of loading preferred by the Sellers, the freight difference of additional port of loading will be to seller's account.
19. Demurrage / Detention at the loading port will be on seller's account and it will be paid by Sellers to the Buyers at the rate stipulated in the Charter Party.
20. Sellers will be responsible for dead freight, if any and other related charges at load port, in case they fail or neglect to load the full cargo.
22. Seller/shipper to keep advised buyers/Transchart, New Delhi of berthing/loading prospects on arrival of vessel at loadport and also keep buyers/Transchart New Delhi regularly informed about loading progress/status.
23. Loading Rate For All Ports shall be 6000 MT WWDSHINC
24. Demurrage rate shall be as per C/P and shall be maximum USD 6000 Per Day. Despatch rate shall be half of the demurrage rate. In case such rates are higher than US\$ 6000/3000 per day, prior approval of the Seller's should be obtained.
25. Once the vessel is fixed during the laydays offered by seller berthing/loading of vessel at loadport shall be seller's responsibility.

**SHIPMENT TERMS IN RESPECT OF CFR CONTRACTS**

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

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used and additional expenses incurred by reason of loading into and or discharging, from such spaces not easily accessible are to be for Owners' account and the discharge rate for this cargo will be reckoned at half of the specified rate of loading/ discharge for the purpose of working of laytime. Vessel to provide power to shore grabs, if required.

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

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26. Sellers shall ensure that liberties, victories and other war built vessels are avoided for the shipment of the cargo. They should also not seek vessels of more than 15 years age. In case of necessity of booking vessels older than 15 years the Sellers shall take the prior approval of the Buyers and overage insurance premium would be on Seller's account.
27. Vessels which are to be chartered by suppliers should not ordinarily exceed .....Metres LOA and .....Metres in beam length. Vessel should be single decker. Vessel should be suitable for grab discharge. For any relaxation of the above conditions, prior approval of buyers should be obtained.
28. Before, finally confirming the vessel, approval from MMTC will be obtained giving full details of the vessel and other relevant details as per GIC proforma for obtaining GIC approval and others like despatch/demurrage etc.
  - whether ISM regulation has been complied with and validity period
  - Name of Hull Underwriters, if vessel not insured. Reasons therefore
  - Name & full address of the Disponent owners if any
  - Name of the vessel with ex-name, if any
  - Flag Classification
  - Year Built/ GRT/NRT
  - Name of the Registered owners
  - Name of the Manager, if any
  - / Name of the P&I club of the vessel operator names above
  - Name of the Characters, if any
  - Whether voyage charter or time charter
  - Loading port/discharging port
  - Nature of cargo
  - Name & address with Tel. No. & Fax No. of the agent at loading port
  - Name of the supplier
  - On whose behalf Bill of Lading is to be signed ( name of the company to be mentioned)
  - Name of the underwriters.
29. Overage insurance premium if any, due to vessel's age, class and flag shall be to suppliers account.
30. Seller shall be liable to furnishing all relevant vessel particulars to enable the buyer to obtain General Insurance Corporation (GIC) approval before the vessel is finally accepted. Any extra premium charged by the insurance company towards non-approval of vessel would be to Seller's account.
31. Vessel to consigned to receivers agents at disport for entry with port and customs. Owner paying customary agency fee.
32. All vessel related charges including composite berth hire charges to be on owners account.
33. The terms as per contract would override terms of individual charter party unless deviations are specifically accepted.
34. Vessel shall be dry & clean free patique from residue of previous cargo duly certified by a reputed recognized inspection agency.
35. Sellers shall be responsible to buyers for any/ all acts of omission and commission by or on behalf of ship owners. 36. Discharge Rate at Paradip Port shall be 6000 MT Per WWDSHINC
37. In case of damage to vessel at discharge port, the seller shall settle any claim with the stevedore.

**ANNEXURE-V**

**PRICE BID**

(To be filled by the suppliers in electronic mode)

1) Name of Mine/Reserves with its Location	:	_____
2) Name of Mine/Producers with Official address	:	_____
3) Quantity Offered (MT)		_____
4) Price (PMT)	:	FOBT : _____ FREIGHT US\$ : _____ US\$ : _____

Authorized Signature with official seal

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

\_\_\_\_\_



## SECTION-II

### Appendix I

#### PROFORMA FOR BANK GUARANTEE FOR EMD

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

Sub: Global tender No. \_\_\_\_\_

**The Chief General Manager ,  
MMTC Limited,  
NIC Building, 4<sup>th</sup> Floor  
8 India Exchange Place  
Kolkata 700001,**

---

Sir,

WHEREAS, MMTC LIMITED, **NIC Building, 4<sup>th</sup> Floor 8 India Exchange Place, Kolkata 700001**, (hereinafter referred to as MMTC) has invited bids vide Global E-Tender No. \_\_\_\_\_ dated \_\_\_\_\_ 2013 (hereinafter referred to as Invitation to Bids) for supply of 50,000 MT +/-10% Limestone (Low Silica).

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1. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to US\$ 10,000 (Ten Thousand only) in favour of MMTC, Kolkata in the form of a Bank Guarantee of US\$10,000 with a validity till 30<sup>th</sup> July 2014.
2. AND WHEREAS at the request of M/s. \_\_\_\_\_ (Name & address of the Bidder) we \_\_\_\_\_ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, Kolkata up to and not exceeding the sum of US\$ \_\_\_\_\_ with a validity till 30<sup>th</sup> July 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 purchase contract forwarded by MMTC within three calendar working days.
  - c) shall in the event of the offer being accepted by MMTC, bidder shall establish a performance bank guarantee as per the tender.
  - d) shall further arrange to ship the confirmed quantities as per the purchase contract as per the delivery schedule.
  - e) Any other conditions as stipulated by MMTC from time to time.
3. We \_\_\_\_\_ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, Kolkata, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of US\$ \_\_\_\_\_. This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.
4. We \_\_\_\_\_ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ 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.

**TENDER NO.MMTC/MIN/.2014-15/LIMESTONE/ 001/002 DATED: 12<sup>TH</sup> JUNE 2014**

5. The payment shall be made to MMTC, Kolkata across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
6. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$5,000 only.
7. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
8. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. \_\_\_\_\_ (Bidder).
9. The liability of this bank shall discharge upon receipt of US\$ 10,000 only by MMTC.
10. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially up to **31st July 2014 and claim period upto 31st 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 : \_\_\_\_\_

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

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

Sub: Global tender No. \_\_\_\_\_

**The Chief General Manager,  
MMTC Limited,  
NIC Building, 4<sup>th</sup> Floor  
8 India Exchange Place, Kolkata 700001**

---

Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (hereinafter called "the MMTC) have entered into Contract No.\_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT') for \_\_\_\_\_ with M/s.\_\_\_\_\_ (name) address \_\_\_\_\_ , (hereinafter called the 'XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of US Dollars \_\_\_\_\_.
- 3) AND WHEREAS at the request of the 'XX', we \_\_\_\_\_ Bank, \_\_\_\_\_ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of US Dollars \_\_\_\_\_ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
- 4) We, \_\_\_\_\_ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of US Dollars \_\_\_\_\_ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating 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 [30<sup>th</sup> July 2014](#).
- 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 [30<sup>th</sup> July 2014](#).
- 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

**TENDER NO.MMTC/MIN/.2014-15/LIMESTONE/ 001/002 DATED: 12<sup>TH</sup> JUNE 2014**

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)

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

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To,

Dated: \_\_\_\_\_ 2014

**The Chief General Manager ,  
MMTC Limited,  
NIC Building, 4<sup>th</sup> Floor  
8 India Exchange Place  
Kolkata 700001  
INDIA**

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Dear Sir,

Sub: Global tender No. \_\_\_\_\_

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

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

No company/ firm or individual other than M/s .....( Name of Supplier) is authorized to represent us in regard to this business against this specific bid. In the event of the offer made by M/s ..... being considered by MMTC for acceptance, both M/s .....(AS SELLER/PRODUCER (mine owner)) and ourselves (AS PRODUCER (mine owner)) shall jointly conclude an Agreement with MMTC and both of us shall be jointly and severally responsible for the due and timely performance of the contract.

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

Yours faithfully,

(NAME)

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

(On Company Letterhead)

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Ref: Global tender No. \_\_\_\_\_

**The Chief General Manager ,  
MMTC Limited,  
NIC Building, 4<sup>th</sup> Floor  
8 India Exchange Place  
Kolkata 700001  
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-II) in favour of MMTC Limited within 10 calendar days from the date of issuance of signed sale contract by MMTC Limited. In case, we fail to furnish performance guarantee, MMTC Limited shall be at liberty to invoke / encash EMD and also to take appropriate action as deemed fit.

Thanking you,

Yours faithfully,

(Authorized Signatory)

NAME OF THE COMPANY : .....

## CHEMICAL AND PHYSICAL SPECIFICATIONS FOR LOW SILICA LIMESTONE

<i>For 30 –60 mm size low silica limestone Parameters</i>	Unit	Preferred Specification	Absolute Limit	Offered
<b>CHEMICAL</b>				
CaO	%	54.0 Min	Between 50% and 53% - penalty @ 2% of the price. Below 50% Rejection	
SiO <sub>2</sub>	%	2.0 Min	Between 2% and 2.5% - penalty @ 2% of the price. Above 2.5% rejection	
MgO	%	0.7 Max	0.7 Max	
Al <sub>2</sub> O <sub>3</sub>	%	0.5 Max	0.5 Max	
Fe <sub>2</sub> O <sub>3</sub>	%	0.2 Max	0.2 Max	
P	%	0.05 Max	0.05 Max	
S	%	0.025 Max	0.025 Max	
Total Moisture	%	0.5 Max.	0.5 Max.	
<b>PHYSICAL</b>				
<i>Size: 30-60mm (Loadport)</i>	%	<i>100Min.</i>	<i>94 Min.</i>	
<i>30-60mm (at Discharge Port)</i>	%	<i>94%Min.</i>	<i>90% Min.</i>	
<i>-30mm</i>	%	<i>3% Max.</i>	<i>3% Max.</i>	
<i>+60 MM to 65 mm</i>	%	<i>Nil</i>	<i>2% Max.</i>	
<i>+65 mm)</i>	%	<i>Nil</i>	<i>Nil</i>	
<b>OTHERS</b>				
<i>Tumbler Index(+6.5mm)</i>	%	<i>90 Min</i>	<i>90 Min</i>	
<i>Shatter Index(+10mm)</i>	%	<i>95 Min</i>	<i>95 Min</i>	
<i>Decripitation Index(-15mm)</i>	%	<i>3.5 Max</i>	<i>3.5 Max</i>	

*N.B: Except as otherwise provided for, on no account, Low Silica SMS Grade Limestone with technical characteristics falling above / below the absolute limits shall be delivered / accepted.*

Authorized Signature with official seal

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

**Appendix VI**

**STATEMENT OF DEVIATION FROM SPECIFICATIONS AND BID TERMS**

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

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

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

Dated -  
Signature and seal of the Bidder

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



**PERFORMA FOR SHIPPING/LOADING DETAILS**

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

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

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

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

DRAFT OF AGREEMENT FOR THE SUPPLY OF LOW SILICA LIME STONE ON THE BASIS OF FOB (TRIMMED) NAMED PORT(S)  
OF LOADING  
OR  
CFR (FO) PARADIP

(First Page of the Agreement will be typed on Non-Judicial Stamp Paper of denomination adequate value )

AGREEMENT NO. \_\_\_\_\_

DATED : \_\_\_\_\_

**AGREEMENT FOR PURCHASE OF LOW SILICA LIME STONE (SMS) GRADE**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between **MMTC LIMITED**, a Company incorporated in India under the Companies Act 1956, having its registered office at **Core 1, SCOPE Complex, 7 Institutional area, Lodi Road, New Delhi 110003** and one of its Regional Office situated at NIC Building, 4<sup>th</sup> Floor, 8 India Exchange Place , Kolkata 700001 hereinafter called the "PURCHASER" (which term or expression unless excluded by or repugnant to the context shall include its successors and permitted assigns) of the FIRST PART and M/s. \_\_\_\_\_ a Company incorporated in \_\_\_\_\_, having its Registered Office at \_\_\_\_\_ hereinafter called the "SELLER/PRODUCER", (which term or expression unless excluded by or repugnant to the context shall include its successors and permitted assigns) of the SECOND PART and M/s. \_\_\_\_\_, a Company incorporated in \_\_\_\_\_, having its Registered Office at \_\_\_\_\_ and owning, managing and controlling the mines producing \_\_\_\_\_ Low Silica Lime Stone, hereinafter called the "PRODUCER" (which term or expression unless excluded by or repugnant to the context shall include its successors and permitted assigns) of the THIRD PART.

WHEREAS acting on the representation of the SELLER/PRODUCER and on the basis of authorization from the said PRODUCER, the PURCHASER has agreed to buy and the SELLER/PRODUCER has agreed to sell (Quantity) \_\_\_\_\_ Metric Tons of Low Silica Lime Stone (SMS Grade), of the quality and in the quantity mentioned hereinafter from the SELLER/PRODUCER on the price and other terms and conditions contained herein in this Agreement.

AND WHEREAS the said PRODUCER, M/s. \_\_\_\_\_ confirm that M/s. \_\_\_\_\_ represent them for the sale and supply of \_\_\_\_\_ Low Silica Lime Stone from \_\_\_\_\_ ( name of the mine(s)).

AND WHEREAS the said PURCHASER shall sell the Low Silica Lime Stone (SMS Grade) to NINL, Duburi, District Jajpur, Orissa for use at its Steel Plant for SMS operation.

AND WHEREAS it is mutually agreed between the PURCHASER on the one hand and the SELLER/PRODUCER and the PRODUCER on the other hand that an Agreement is embodying the agreed terms and conditions of supply be executed.

NOW THIS AGREEMENT WITNESSETH as follows:

**ARTICLE 1: COMMODITY**

Limestone (Low Silica)

**ARTICLE 2: QUANTITY**

30,000 MT (+/-10%) AT BUYER'S OPTION

**ARTICLE 3: SPECIFICATIONS**

CaO 54-56%, SiO<sub>2</sub> 2 % Maximum

Size : 30 MM to 60 mm – Min 94% (at loadport) and 90% at Discharge port,

Tolerance on size: - (Minues) 30 mm : (3% Max) and + (Plus) 60mm(2% Max)

(For detail technical specifications and size please see at **Annexure I**)

**ARTICLE 4: ORIGIN**

Overseas

**ARTICLE 5: PRICE**

The price of the MATERIALS shall be US\$ \_\_\_\_\_(US Dollars\_\_\_\_\_ ) per metric ton Free on Board (Trimmed) loading port/ US\$\_\_\_\_\_ (US Dollars\_\_\_\_\_ ) per metric ton CFR Paradip Ports, at PURCHASER S option.

The price shall be firm and shall not be subject to any escalation for any reason, whatsoever, until the completion of delivery of the entire AGREEMENT quantity.

All bank charges at the SELLER/PRODUCER'S end shall be borne and paid for by the SELLER/PRODUCER. All bank charges at the PURCHASER'S end shall be borne and paid for by the PURCHASER.

**ARTICLE 6: PRICE ADJUSTMENT**

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

**ARTICLE 7: SAMPLING AND ANALYSIS**

The SELLER/PRODUCER(MINE OWNER) shall, at his own expense, arrange to carry out at the loadport, the sampling and analysis of the MATERIALS in lots of 4000 MT, in accordance with the relevant Indian Standard Specifications through the independent inspection agency at the loadport, to be nominated by the SELLER/PRODUCER(MINE OWNER) and approved by the PURCHASER. In general, IS: 10345: 1992 will be followed for the testing procedure with material specifications as in the agreement. The SELLER/PRODUCER (MINE OWNER) shall tender the material for sampling & analysis to the approved independent Inspection agency by the purchaser and seller shall render all assistance in this regard to the above nominated agency. The PURCHASER may, at his option and at his own expense, depute his representative(s) to witness the sampling and analysis by the independent inspection agency at loadport and may also obtain a part of the Loadport sample for testing. The SELLER/PRODUCER (MINE OWNER) shall provide necessary assistance in this regard to the PURCHASER'S representative(s).

The gross sample of the MATERIALS delivered in each consignment, drawn for the purpose of determination of loadport analysis, shall be divided into three parts. The first part of the composite sample shall be used by the independent inspection agency at loadport for determination of the loadport analysis. The second part of the composite sample shall be retained (for a period of six months) by the independent inspection agency at the loadport in suitably packed and sealed condition and shall be treated as "PURCHASER SAMPLE". The third part of the composite sample shall be retained (for a period of six months) by the independent inspection agency at the loadport in suitably packed and sealed condition and shall be treated as "LOADPORT REFEREE SAMPLE".

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

**a. LOAD PORT ANALYSIS:**

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

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

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

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

The results of analysis of the MATERIALS carried out by the approved independent inspection agency shall form the basis of the SELLER/PRODUCER (MINE OWNER)'S invoice for 80% of the provisional payment.

**b) DISCHARGE PORT ANALYSIS:**

The Purchaser and the SELLER/PRODUCER (MINE OWNER), at their respective cost, through independent Inspection Agencies appointed by the Purchaser and the SELLER/PRODUCER (MINE OWNER), will carry out at the discharge port, the joint sampling of the material delivered in each consignment. The Analysis of the Sample collected jointly, will be carried out at the Testing laboratory approved by SELLER/PRODUCER (MINE OWNER) & PURCHASER in India in the presence of the representatives of both inspection agencies. The analysis report of the testing lab shall be signed jointly by the respective inspection agencies appointed by the SELLER/PRODUCER (MINE OWNER) & PURCHASER, and shall be binding on both the parties for release of balance payment of the invoice value of each shipment after making necessary adjustments towards rebate / diminution / penalty/ LD as per the terms of the tender. Utmost precaution shall be exercised by the SUPPLIER at the time of shipment of each consignment to ensure that the Specifications stipulated in Annexure – I of the tender are strictly complied with. The PURCHASER reserves the right to terminate the offers in case there are deviations from the stipulated Specifications. The Disport analysis of independent agency appointed by the purchaser shall be final. In case of variations at disport analysis, the seller/producer and purchaser shall settle the variations amicably. In case the issue is not settled then parties shall refer for umpire analysis.

The Purchaser shall make payment towards the balance 10% FOB value based on the discharge port results after adjusting the provisional payment already released 80% provisional payment based on loadport results.

**c) LIST OF INDEPENDENT INSPECTION AGENCIES:**

- I) M/s Mitra S.K. Pvt Limited.
- II) M/s Superintendence Company of India (Private) Ltd., (SUPIND)
- III) M/s Italab India Ltd
- IV) SGS

**Article 8: Earnest Money Deposit**

The seller has deposited a bank guarantee as EMD bearing No. \_\_\_\_\_ dated \_\_\_\_\_ 2014 for **USD 5,000.00** in favour of purchaser. In case, the seller fails either to forward the signed contract within three working days from the date of issuance of contract by MMTC or to furnish a performance guarantee as per Article 9 below, the purchaser will have the right to invoke the bank guarantee and to take action as deemed fit.

**Article 9: PERFORMANCE GUARANTEE**

THE PURCHASER SHALL execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format at Appendix-II ) for an amount covering 5% (five percent) of the contract value with +10% tolerance (Say 55,000 X Price X 5%). The duly signed contract and performance Bank guarantee as per our pro-forma shall reach the purchaser within 10 working days from the date of issue of signed contract from MMTC. PG issued by any scheduled bank in India shall be advised through their New Delhi /NCR Branch. The PG Bond shall be kept valid and in full force and effect from the date of agreement till a period 30<sup>th</sup> July 2014. Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. shall be invoked.

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

**Article 10: Port of Discharge**

PARADIP, INDIA

**Article 11: Port of Shipment**

**Any main port of country of origin**

**Article 12: Delivery Period**

June-July 2014

**Article 13: CHARGEABLE WEIGHT**

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

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

**Article 14 : TITLE AND RISKS**

Title to the goods and risk shall pass from seller to the Purchaser on material crossing the ship's rail at loading port.

**Article 15: INSURANCE**

In case of FOB shipment, the PURCHASER shall at his own expense arrange for suitable Marine Insurance cover for the entire material. For the purpose of insurance the SELLER

shall immediately at the time of commencement of loading of MATERIAL intimate the PURCHASER about the loading of the cargo onto the nominated vessel and shall also within two working days from the date of BL intimate the PURCHASER, about the port of loading, the name of the vessel, the quantity of the MATERIAL loaded on the vessel as per Load port Draught Survey, Weight and value thereof, the Bill of lading Number and date, the date of sailing of the vessel, the name of the destination port and the expected date of arrival of the vessel at the destination port. The SELLER shall forward the message by mail and fax both, twice to ensure clear receipt of the message by the PURCHASER.

**Article 16 : NOTIFICATION OF ARRIVAL**

**For CFR** shipping term, Seller shall advise purchaser atleast 10 (Ten) days in advance of the estimated date of arrival of the vessel at disport specifying the type of vessel and other required details. The Master of vessel shall to give 24 hours notice of ETA at discharge port to MMTC Kolkata and MMTC Paradip.

A sailing intimation shall be sent by the Master to MMTC Kolkata and MMTC Paradip on vessel leaving loading port, giving sailing date, speed, commodity, total quantity loaded and estimated time of arrival at discharge port. Master shall also intimate MMTC Kolkata and MMTC Paradip two days after sailing from loading port, giving latest expected time of arrival at port of discharge.

Master shall give expected dates of arrival to MMTC Kolkata and MMTC Paradip 96/48 hours before vessel is due to arrive off Paradip.

**For FOBT** shipping term, purchaser shall advise Seller atleast 10 (Ten) days in advance of the estimated date of arrival of the vessel at loadingt specifying the type of vessel and other required details. The Master of vessel shall to give 96/48 hours notice of ETA at loading port to the seller.

**Article 17: TERMS OF DELIVERY**

The period of delivery is the essence of this tender. Immediately after acceptance of LOI in case of FOBT agreements, the purchaser shall arrange for chartering suitable vessels for taking delivery of the material on the basis of FOBT port of loading. In case of CFR contracts the Seller shall charter suitable vessel.

The Seller shall take necessary steps to ensure that sufficient quantity of material is ready for delivery at the load port to enable the nominated vessel to off take the ordered quantity within the delivery period. The purchase shall endeavour to nominate vessel as per the stem, however, the Seller may accept vessels with minor changes in lay-days and quantities. For any delay in clearance at the port of destination on account of non supply of shipping documents in time and / or due to faulty documents, the Seller would be held responsible for any demurrage, port rent etc. which the purchaser may become liable to pay to the authorities at the discharge port in India.

**Article 18: Shipping terms**

The PURCHASER shall have the option to import the MATERIAL either on FOB basis or CFR basis. The terms and conditions for delivery of the material on FOB (T) port of loading and on CFR basis destination port are given at **Annexure-III** and **Annexure-IV**. The Seller has provided shipping / loadport details as per **Annexure V**.

**Article 19: SETTLEMENT OF DESPATCH AND DEMURRAGE**

The Sellers shall guarantee to prepare the laytime statement on the basis of the certified Statement of Facts (SOF) and send it to the buyer within 10 days of the date of sailing of the vessel. After the laytime statement has been accepted by the purchaser, the monetary settlement of despatch/demurrage shall be effected by the respective parties within one month of the date of acceptance of the laytime statement. In case SOF is not given by the seller within 10 days from shipment date, purchaser shall have the right to invoke PG and receive loadport demurrage/ disport despatch basing on buyer's calculations.

**Article 20: PAYMENT TERMS**

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

- a) 90% of the FOB (T) loadport value of the material at sight on presentation of the following documents.
  - i) 3/3 sets of original clean Shipped on Board Bill(s) of Lading made out to order and blank endorsed marked Notify "MMTC Limited, NIC Building 4<sup>th</sup> Floor, 8 India Exchange Place, Kolkata, INDIA". The Bills of Lading must be OCEAN bills of Lading.
  - ii) Charter Party Bill(s) of Lading marked "Freight Pre-paid" (in case of CFR(FO) basis) or "freight payable as per Charter Party" (in case of FOB(T) BASIS) will be acceptable.
  - iii) Signed Commercial Invoices-in quadruplicate.
  - iv) Certificate of Sampling and Analysis issued by the independent inspection agency at loadport clearly specifying that the sampling and analysis pertains to the named low silica limestone loaded on the vessel – in duplicate. On no account, the Analysis result of any technical parameter shall exceed the absolute maximum/absolute minimum tolerance limit stipulated under Technical Specifications as indicate at Annexure-I to this agreement.
  - v) Certificate of Origin issued by recognized Chamber of Commerce of exporting country in duplicate.
  - vi) Loadport Draught Survey Weight Certificate issued by the independent inspection agency at loadport-in triplicate.
  - vii) Copy of SELLER'S FAX/e-mail advice of shipment to the PURCHASER referred to in quadruplicate detailing documents mentioned at (i) to (vi).
  - viii) Within 7 (seven) days from the date of Bill of Lading in respect of each consignment, the SELLER shall send through Courier Service, direct to the PURCHASER at "MMTC Ltd., NIC Building, 4<sup>th</sup> Floor, 8 India Exchange Place, Kolkata 700001, INDIA", the following documents in respect of each shipment:
    1. One negotiable copy of Bill of Lading along-with four non-negotiable copies.
    2. Two non-negotiable copies of Commercial Invoice.
    3. Six copies of the Certificate of Sampling and Analysis at loadport.
    4. Two copies of Certificate of Origin.
    5. Two copies of loadport Draught Survey Weight Certificate.
    6. Copy of SELLER'S FAX/e-mail advice of shipment to the PURCHASER.
  - ix) The SELLER shall email copies of signed and stamped Bills of Lading, Commercial Invoice, Certificate of Sampling and Analysis, Certificate of Origin and Loadport Draft Survey Certificate, Seller's Certificate and Seller's advice to shipment to the PURCHASER at e-mail ahembram@mmtclimited.com and mkm@mmtclimited.com with the scanned documents within 5 working days after the Bill of Lading Date.
  - x) The commercial Invoices so raised by Seller should follow provisions of tender.
- b) Balance 10% FOB(T) value shall be made as per the discharge port joint sampling and analysis after making necessary adjustments for penalty, if any, mentioned in at Annexure II.

- c) In case of supplies on CFR terms, 100% of freight shall be made by the purchaser along with the initial payment of 80% of FOB (T) value of the material for each Shipment.
- d) All bank charges at the SELLER/PRODUCER'S end shall be borne and paid for by the SELLER/PRODUCER. All bank charges at the PURCHASER'S end shall be borne and paid for by the PURCHASER. In case of amendment of LC on request of Seller, the charges so incurred shall be payable by Seller. Confirmation of the L/C shall be arranged at the cost of the seller. Transferable L/C is not permitted. L/C shall provide for payment on sight on submission of standard shipping documents duly complying with the provisions of terms of Letter of Credit.

**Article 21: LIABILITY OF GOVT. OF INDIA**

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

**Article 22: TAXES & DUTIES**

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

**Article 23: EXPORT LICENCE**

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

**Article 24: RISK PURCHASE**

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

**Article 25: LIQUIDATED DAMAGES**

In the event of the SELLER'S failure to deliver the required MATERIALS within the stipulated time, the SELLER shall have to pay as liquidated damages (and not by way of penalty), a sum equivalent to one percent of the price of any MATERIALS which the SELLER has failed to deliver, as aforesaid, for each and every month of delay or part thereof provided, however, such liquidated damages shall not apply to any period of extension granted by the PURCHASER/under Force Majeure conditions. The maximum amount of Liquidated Damages levied on any shipment will not exceed 10% of the value of the MATERIALS in that shipment. Delivery of the MATERIALS after the same shall become liable for levy of liquidated damages under this Clause and shall not operate as a waiver of Purchaser's right to levy liquidated damages.



**ARTICLE 26 : NON-DELIVERY**

Notwithstanding Article 11 herein above in the event of failure to effect or to take delivery as provided in this agreement 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 27: 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 28: DEFAULT**

In case of non-delivery of cargo in part or full within the delivery period, the purchaser shall have the right to invoke the bank guarantee submitted towards performance guarantee as well as earnest money deposit. In addition, the purchaser will have right to claim all losses, damages, expenses, etc. from seller and any other appropriate action as deemed fit.

**Article 29: GENERAL CONDITIONS**

- a) The supplies of the MATERIALS shall be as per the guaranteed specifications. However, for any deviations in exceptional cases, in the Certificate of Sampling and Analysis at the Loadport, referred to in hereinabove, from the quality specifications laid down, the SELLER shall allow rebate(s)/diminution in price in his invoice covering the delivery of the MATERIALS in the consignment where such deviations are noticed.
- b) Utmost precaution shall be exercised by the SELLER at the time of delivery of each consignment to ensure that the Guaranteed Specifications stipulated of Technical Specifications are strictly complied with. The Purchaser reserves the right to terminate the contract in case there are deviations from the Guaranteed Specifications.
- c) The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%. The BG shall be issued by a scheduled commercial bank excluding Gramin bank and cooperative banks.
- d) If for any reason, the seller fails to open the requisite for appropriate value, MMTC reserves the right to encash the EMD available with MMTC.
- e) The dispatch-clearance for the subsequent shiploads will be given by the PURCHASER after observing the performance of the 1st shipment of limestone during the actual usage at steel plants i.e. while calcination in the kilns and use in the steel making.
- f) The material shall be used by NINL steel plant at Duburi Odisha. The quality of the Materials to be supplied under this Agreement shall under no circumstances be inferior to the Technical Specifications as contained in Annexure-I to this Agreement.
- g) The quality performance shall be closely monitored. In the event of the SUPPLY not meeting the stipulated specifications and/or not being found suitable by the PURCHASER, the PURCHASER shall have the right to terminate this Agreement, without any liability whatsoever.

**Article 30: COMPLIANCE TO ISPS CODE**

The SELLER/PRODUCER has agreed to comply with the International Ship and Port Facility Security (ISPS) code stipulated by the International Maritime Organisation, which has come into effect w.e.f 1st July 2004. Failure on the part of the SELLER/PRODUCER to comply with the ISPS code s requirements and/or the Loadport not conforming with the ISPS code and any delays caused by such failures shall be to SELLER/PRODUCER S account.

**ARTICLE 31 : 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 32 : ARBITRATION**

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

**ARTICLE 33: VALIDATION**

The contract shall become valid as and when signed by duly authorized representatives of both the Sellers and the Buyers. This agreement shall be valid for period of one year.

**Article 34: 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 \_\_\_\_\_ **2013** are retaining one (1) copy each.

BUYER

SELLER

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

**MMTC LIMITED,**

**Kolkata**

**AUTHORIZATION LETTER FOR SIGNING OF TENDER DOCUMENTS AND SUBMISSION**

To,

Dated: \_\_\_\_\_ 2014

**The Chief General Manager ,  
MMTC Limited,  
NIC Building, 4<sup>th</sup> Floor  
8 India Exchange Place,  
Kolkata 700001**

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Dear Sir,

Sub: Global tender No. \_\_\_\_\_

We (Name & Address of the supplier) \_\_\_\_\_ having registered office \_\_\_\_\_ dated agree to all the terms and condition of the Global tender No. \_\_\_\_\_ Dated \_\_\_\_\_ for import of Low Silica Limestone by MMTC for supply to NINL plant, Odisha

We confirm that we are in a position to supply Low Silica Limestone as per details of tender.

We hereby authorize the following official to put his signatures on the tender documents and submit offer to MMTC Limited.

1. Name
2. Designation
3. Email ID
4. Contact No.

We hereby certify that the above official is empowered to sign tender documents on our behalf by virtue of Board resolution (copy enclosed) or delegation of power copy of relevant extract.

Yours faithfully,

(NAME)

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

**INTEGRITY PACT**

---

Between

MMTC Limited hereinafter, referred to as “MMTC”,

And

..... hereinafter referred to as “The Vendor”

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

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

In order to achieve the goals, MMTC has appointed SHRI BIJOY CHATTERJEE, IAS (Retd.) as an Independent External Monitor (IEM). His contact details are as follows:

MMTC Limited,  
Core-1, SCOPE Complex,  
7, Institutional Area,  
Lodhi Road,  
NEW DELHI – 110 003.

Contact No.919958122077  
Email id : bijoychat@gmail.com

IEM will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of MMTC**

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
2.
  - a) No employee of MMTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
  - b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
  - c) MMTC will exclude from the process all known prejudiced persons.
3. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

**Section 2 – Commitments of the Buyer(s)/Vendor(s)/Bidder(s)**

1. The Buyer(s)/Vendor(s)/Bidder(s) commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
  - a) The Buyer(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of the contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Buyer(s)/Vendor(s)/Bidder(s) will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Buyer(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Buyer(s) /Vendor(s)/Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans, business details including information contained or transmitted electronically.
  - d) The Buyer(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Buyer(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
  - e) The Buyer(s)/Vendor(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Buyer(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

**Section 3 – Disqualification from tender process and exclusion from future contracts.**

If the Buyer(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to disqualify the Buyer(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- a) If the Buyer(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as buyer/vendor/bidder into question, MMTC is entitled to also exclude the Buyer(s)/Vendor(s)/Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- b) If the Buyer(s) /Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

**Section 4 – Compensation for Damages**

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

2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Buyer(s) /Vendor(s)/Bidder(s) can prove that the exclusion of the Buyer(s) /Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Buyer(s) /Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Buyer(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

**Section 5 – Previous transgression**

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

**Section 6 – Equal treatment of all Buyer(s) /Vendor(s)/Bidder(s)**

1. MMTC will enter into agreements with identical conditions as this one with all Buyer(s) /Vendor(s)/Bidder(s) without any exception.
- 2.
3. MMTC will disqualify from the tender process all Buyer(s)/Vendor(s)/Bidder(s) who do not sign this Pact or violate its provisions.

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

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

**Section 8 – Independent External Monitor(s)**

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

6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word "IEM" would include both singular and plural.

**Section 9 – Pact Duration**

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

**Section 10 – Other provisions**

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

.....

.....

(For & on behalf of MMTC)

(For & on behalf of Buyer/Vendor/Bidder)

(Office Seal)

(Office Seal)

Place : .....

Date : .....

Witness 1 : .....

Name :

Address :

Witness 2 : .....

Name :

Address :

**LIST OF TENDER DOCUMENT OF LOW SILICA LIMESTONE**

	DETAILS OF DOCUMENTS	PROFORMA NO.	PAGE NO
1	GLOBAL PRESS TENDER		
2	NOTICE INVITING GLOBAL TENDER		
<b>SECTION – I</b>			
3	TENDER DESCRIPTION		
4	CHEMICAL AND PHYSICAL SPECIFICATIONS FOR LOW SILICA LIMESTONE	ANNEXURE – I	17
5	PRICE ADJUSTMENT FOR DEVIATION FROM SPECIFICATIONS	ANNEXURE – II	18
6	SHIPMENT TERMS IN RESPECT OF FOBT CONTRACTS	ANNEXURE – III	19~20
7	SHIPMENT TERMS IN RESPECT OF CFR CONTRACTS	ANNEXURE – IV	21~24
8	PRICE BID FORMAT	ANNEXURE – V	25
<b>SECTION – II</b>			
9	PROFORMA FOR BANK GUARANTEE FOR EMD	APPENDEX – I	26~27
10	PROFORMA FOR PERFORMANCE BANK GUARANTEE	APPENDEX – II	28~29
11	PROFORMA FOR AUTHORITY FROM ESTABLISHED LOW SILICA LIME STONE PRODUCER (Mine Owner) OWNING LIMESTONE MINE	APPENDEX – III	30
12	PROFORMA OF UNDERTAKING ON PERFORMANCE BANK GUARANTEE	APPENDEX – IV	31
13	PROFORMA OF CHEMICAL AND PHYSICAL SPECIFICATIONS FOR LOW SILICA LIMESTONE	APPENDEX – V	32
14	STATEMENT OF DEVIATION FROM SPECIFICATIONS AND BID TERMS	APPENDEX – VI	33
15	PERFORMA FOR SHIPPING/LOADING DETAILS	APPENDEX – VII	34
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