



Regional Office : Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007
Phone : (0674) 2546848,2541747 Fax :(0674) 2546847,
E-Mail: mmtcbsr@mmtclimited.com, Web: www.mmtclimited.gov.in

GLOBAL NOTICE INVITING TENDER

TENDER NO: MMTC/BBSR/MIN/LIMESTONE/01/2017-18 DATED 12.01.18

SUB: TENDER FOR IMPORT OF LOW SILICA LIME STONE

MMTC invites bids from interested overseas suppliers against Global Tender in 2 Bid system for import of 50,000 MT (+/-10%) of Low Silica Limestone for supply during February/March 2018. The last date of submission of tender is **1100 hrs on 29th January, 2018.**

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

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

Addl. General Manager (Minerals)

Dear Sir,

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

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

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

MMTC (Purchaser) invites offers in two bids system for import of **50,000 MT (+/-10%)** of Low Silica Limestone from Overseas Producers(Mine-owners)/Suppliers/Traders at Paradip Port, India.

The bidders are requested to submit their offers as per the tender documents. The last date of submission of tender is **1100 hrs on 29th January, 2018.**

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

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

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

Please send your Technical bid/price bid documents addressed to Shri M K Mishra, Addl. General Manager, Minerals Division at the below mentioned address to reach latest by **1100 hrs on 29th January, 2018.**

MMTC Limited ,

Alok Bharati Complex, 7th floor,

Sahid Nagar, Bhubaneswar-751007

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

SECTION I

1. **COMMODITY** : Low Silica Limestone in Bulk
2. **QUANTITY** :50,000 MT(+/-10%) MOLOO (More or less at owner's option)
3. **SPECIFICATIONS** : Detail at Annexure I
4. **ORIGIN** : Overseas/Foreign
5. **PORT OF DISCHARGE** : Paradip Port, India
6. **PORT OF SHIPMENT** : Any main port
7. **SHIPMENT PERIOD** : FEBRUARY/MARCH 2018
8. **EARNEST MONEY DEPOSIT:** Each bid shall be accompanied by an earnest money deposit (EMD) in the form of a Bank Guarantee in favour of MMTC Limited through a scheduled commercial Bank at Bhubaneswar for US\$ 5,000 (US Dollars Five Thousand only) (Bank Guarantee proforma is enclosed at Appendix I). EMD shall be submitted with Techno Commercial bid. Bid received without requisite EMD shall be rejected. Non-acceptance of LOI, failure of signing the contract within the time allowed and non-submission of PBG in time shall be construed as a failure and the EMD (BG) shall be invoked. EMD shall be returned to the unsuccessful bidders. The EMD submitted by successful bidder shall be returned after receipt and confirmation of PBG. Bidders shall submit copy of BG for EMD along with technical bid documents. Bidders shall instruct the BG issuing bank to send the original BG directly to MMTC Bhubaneswar before the due date. EMD shall be issued by any scheduled commercial bank in Bhubaneswar, India (other than Cooperative Bank, Gramin Bank, Nainital Bank and Dhanlakshmi Bank)

OR

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

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

MTPL, Singapore being a Subsidiary of MMTC is exempted from submission of above EMD. However, MTPL to submit EMD exemption certificate alongwith technical bid documents.

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) or through fund transfer for an amount of USD 15,000 (USD Fifteen Thousand Only). The Seller shall sign and forward to the Purchaser duly signed and stamped contract for signatures by the Purchaser. The performance Bank guarantee as per our pro-forma should reach the Purchaser within 10 working days from the date of issue of signed contract by the Purchaser. PBG shall be issued by any scheduled commercial bank in India (other than Co-

operative banks, Gramin Bank, Nainital Bank and Dhanlakshmi Bank) Bhubaneswar Branch. The PBG shall be kept valid till 30st April, 2018. Non-signing of contract or furnishing of PBG by the Seller within stipulated time will be construed as a failure and PG submitted for EMD can be invoked/forfeited by the Purchaser without prejudice to further recourse for breach of the Contract. In such an event the Purchaser may make award to the next Bidder or may invite fresh Bids or may decide as deemed fit.

10. CATEGORY OF BIDDERS:

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

Established Overseas LIME STONE Producers owning the mines producing LIME STONE

Or

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

11. ELIGIBILITY CRITERIA :

- i. The Minimum turn-over of the Bidder shall be US\$ 5 million during last financial year and Minimum net worth on last reporting financial year shall be US\$ 1 million. Auditor Certificate shall be acceptable.
- ii. The bidder shall have minimum one year experience in mineral business. Auditor Certificate shall be acceptable.
- iii. Bidders are required to submit their credit rating report by Dun & Brad Street/S&P/Moody's/ICRA/CRISIL/CARE. Such rating shall be fair/satisfactory or better and the report should be issued after 31st October 2017.
- iv. The Bidder shall submit EMD for USD 5,000 (US Dollars Five thousand only) in the form of a Bank Guarantee / fund transfer as per proforma (**Appendix-I**). Bidders shall submit a copy of BG along with tender documents and the bidder shall instruct their BG issuing bank to forward the original BG directly to MMTC Bhubaneswar.
- v. Bidder shall submit a satisfactory Bank Reference Report issued on or after 31st October 2017.
- vi. In case, the bidder is not a producer, then the bidder shall submit a Letter of Authority from established Low Silica Limestone producer (mine-owner) as per proforma at **Appendix-III**

All documents must be in English.

12. BASE PRICE :

The bidder shall offer the price of the cargo in Annexure IV.

13. SAMPLING AND ANALYSIS:

The SELLER/PRODUCER (MINE OWNER) shall arrange to carry out at the sampling and analysis of the MATERIAL in lots of 4000 MT, in accordance with the relevant International Standard Specifications through one of the independent inspection agency as given in (c) below at the load port at its own expense. Analysis expenses at disport shall be borne by the PURCHASER. The SELLER/PRODUCER (MINE OWNER) shall tender the material for sampling & analysis to be undertaken by the IIA. The PURCHASER, at its option and own expense, depute its representative(s) to witness the sampling and analysis by the IIA at load port and may also obtain a part of the Load port sample for testing. The SELLER/PRODUCER (MINE OWNER) shall provide necessary assistance in this regard to the PURCHASER's

representative(s).

a) LOAD PORT ANALYSIS:

The SELLER/PRODUCER(MINE OWNER) at its own expense would carry out the sampling and analysis and shall furnish to the PURCHASER the Certificate of Sampling and Analysis issued by the independent inspection agency at the loadport indicating the Technical specification as indicated at **Annexure – I**.

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

The Certificate of Sampling and Analysis shall be prepared in 6(Six) originals, of which 3(three) copies shall be air-mailed by the SELLER / PRODUCER (MINE OWNER) to the PURCHASER within 5(five) days from the date of Bill of Lading in respect of the consignment and the remaining 3(Three) copies shall be submitted by the SELLER / PRODUCER (MINE OWNER) along-with 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 from the specified mine.

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

b) DISCHARGE PORT ANALYSIS:

The PURCHASER shall at its cost, will carry out at the discharge port sampling of the material delivered in each consignment through IIA. Such analysis report shall be binding on both the parties for release of balance payment of the invoice value of each shipment after making necessary adjustments towards rebate / diminution / penalty/ LD as per the terms of the tender. Utmost precaution shall be exercised by the SELLER/PRODUCER 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 shall make payment towards the balance 10% of C&F (FO) value outside LC based on the discharge port results after adjusting the 90% provisional payment already released through LC based on load-port results. In case of variations in parameters, if any, at discharge Port, the weighted average results of Loading port & Discharge Port for physical specifications only will be taken into account.

c) LIST OF INDEPENDENT INSPECTION AGENCIES:

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

14. PRICE ADJUSTMENT:

The supply of the MATERIAL 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 its invoice covering the delivery of the MATERIAL in the consignment where such deviations are within permissible limits. The price adjustment for the deviations in specifications shall be as per **Annexure-II**.

15. CHARGEABLE WEIGHT :

The SUPPLIER/PRODUCER shall, at its cost, determine the weight of the material delivered at the port of loading by means of draught survey which shall be conducted by an independent Inspection Agency at the loadport, who shall issue the Certificate of Loadport Draft Survey Weight. The SELLER may, at its option and at its own costs & expenses, depute its representative to be present at the time of determination of the Destination Port Draft Survey Weight.

B/L weight for each consignment shall be treated as final, subject to the following :

- In case draft survey weight at disport is more than the B/L weight, the payment shall be restricted to B/L weight.
- In case draft survey weight at disport is less by 0.5% of the B/L weight, weighted average of B/L quantity and draft survey weight at disport shall be final.
- In case draft survey weight at disport is less by more than 0.5% of B/L weight, the payment will be restricted to draft survey weight at disport.

16. TERMS OF DELIVERY:

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

The Seller shall take necessary steps to ensure that sufficient quantity of material is ready for delivery at the load port to enable the vessel to off take the ordered quantity within the delivery period. For any delay in clearance at the port of destination on account of non supply of shipping documents in time and / or due to faulty documents, the Seller would be held responsible for any detention, penalty, interest etc. which the Purchaser may become liable to pay to the authorities at the discharge port in India. The delivery of material at Paradip Port, Odisha, India will be **on no demurrage no despatch basis (i.e. CQD basis)**. The SUPPLIER shall arrange necessary split Bill of Ladings of 30,000MT (approx weight of 3 hatches) and hatch-wise for balance quantity.

17. PAYMENT TERMS :

The payment of the price of the MATERIAL delivered by the SELLER shall be made by the PURCHASER in US Dollars by an Irrevocable Letter of Credit providing for payment.

- a) 90% of the invoice value of the material at sight on presentation of the following Load-port documents.
 - i) 3/3 sets of original clean on Board Bill(s) of Lading for 30,000MT (approx qty in 3 hatches) & hatch-wise for balance quantity, made out " To order " and blank endorsed marked Notify "MMTC Limited, Bhubaneswar Regional office, Alok Bharti complex, 7th floor, Sahid Nagar, Bhubaneswar – 751-007". The Bills of Lading to be issued by Ocean Lines/Master/Agents only. House BLs or any other BLs are not acceptable
 - ii) Bill(s) of Lading marked "Freight Pre-paid" is always desirable or, "freight payable as per Charter Party" may be acceptable.
 - iii) Signed Commercial Invoice - in Triplicate (3 sets).
 - iv) 3/3 quantity-wise Certificate of Sampling and Analysis issued by independent

inspection agency clearly specifying that the sampling and analysis pertains to the low silica limestone loaded on the vessel. On no account, the Analysis result of any technical parameter shall exceed the absolute maximum/absolute minimum tolerance limit stipulated under Technical Specifications as indicated at Annexure-I to this Tender.

- v) Certificate of Weight issued by an Independent Analyst at Load Port separately for all hatches (3/3)
 - vi) Certificate of Origin issued by recognized Chamber of Commerce of exporting country (3/3).
 - vii) Load-port Draft Survey Weight Certificate issued by the independent inspection agency at load port (3/3)
 - viii) SELLER'S Certificate-in triplicate, confirming that (a) three non-negotiable copy of the Bill of Lading (b) three non-negotiable copies of Commercial Invoice; (c) three copies of the Certificate of Sampling and Analysis at load-port; (d) three copies of Certificate of Origin; (e) three copies of Loadport Draft Survey Weight Certificate and (f) a copy of SELLER'S fax/e-mail (Email Id: mkm@mmtclimited.com, dhaneswar@mmtclimited.com, lmbagga@mmtclimited.com & Fax No: 0674 2546847) indicating that pre-shipment and post-shipment advice of shipment to the PURCHASER have been sent through Courier Service directly to the PURCHASER at MPMC Limited , Bhubaneswar Regional office, Alok Bharti Complex, 7th floor, Sahid Nagar, Bhubaneswar – 751007 within 3 (three) days from the date of Bill(s) of Lading. Seller to submit acknowledgement receipt issued by courier alongwith certificate.
 - ix) Copy of SELLER'S FAX/e-mail advice of shipment to the PURCHASER referred to in triplicate detailing documents mentioned at (i) to (viii) above.
- b. Within 3 (three) working days from the date of Bill of Lading, the SELLER shall send through Courier Service, direct to the **BHUBANESWAR REGIONAL OFFICE** " Addressed to Sri. M.K.Misra (AGM-Minerals); ALOK BHARTI COMPLEX, 7TH FLOOR,SAHID NAGAR, BHUBANESHWAR - 751-007, ODISHA the following documents :
- 1. Three non-negotiable copies of Bill of Lading.
 - 2. Three signed copies of Commercial Invoice.
 - 3. Three copies of the Certificate of Sampling and Analysis at loadport.
 - 4. Three copies of the Certificate of Weight at loadport.
 - 5. Three copies of Certificate of Origin.
 - 6. One Copy of SELLER'S FAX/e-mail advice of shipment to the PURCHASER.
- c) The SELLER shall email copies of signed and stamped Bills of Lading, Commercial Invoice, Certificate of Sampling and Analysis, Certificate of Origin and Loadport Draft Survey Certificate, Seller's Certificate and Seller's shipment advice to the PURCHASER at e-mail mkm@mmtclimited.com; dhaneswar@mmtclimited.com; lmbagga@mmtclimited.com within 3 days after the Bill of Lading Date
- d) The Invoices so raised by Seller should follow provisions of contract.
- e) Balance 10% C&F (FO) value shall be made outside the LC as per the discharge port sampling, analysis and draft survey weight after making necessary price adjustments for variations, if any, mentioned in at Annexure II. In case of variations in physical parameters, if any, at discharge Port, the average results of Loading port & Discharge Port will be taken into account for physical specifications only.
- f) 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.

18. SHIPPING TERMS:

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

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

19. PREPARATION OF BIDS:

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

1. **Techno-commercial bid – physical mode only (PART A)** –Technical Bid (PART A) to be submitted in a sealed Envelop (and dropped in Tender Box at MMTC Ltd.
2. **Price Bid (PART B): TO BE SUBMITTED IN PHYSICAL OR E-MODE.**

The bidders may submit their price bids in electronic mode at MMTC E portal at <https://mmtc.abcprocure.com>. The bidder shall submit price bids separately as per price bid format enclosed at Annexure IV.

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

The bidder shall submit Technical Bid/price bid documents along with a copy of Bid Bond before due date and time of tender so as to reach Addl. General Manager, MMTC Limited, MMTC Limited , Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007 or may be dropped in tender box before closure of tender.

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

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

- i) Company Profile furnishing information / data / documents / printed and illustrated literatures / brochures covering the following aspects:-
 - a) Detailed information of the Lime Stone Producer (Mine owner).
 - b) Country of origin of Limestone indicating the actual geographical location of the Low Silica Limestone Mine(s).
 - c) Name(s) and Location of the Limestone mine(s).
 - d) Production capacity of Limestone Mines and average annual production of Low Silica Limestone for the last one year.
 - e) Exports of Limestone during the last one year from the mine from which Low Silica Limestone is offered.
 - f) List of actual users (Integrated Steel plant) (with complete postal addresses) to whom Seller has supplied maximum in last one year.
- 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 as per proforma at Annexure III.
- iv) Bidder shall enclose a Credit rating Report from any one of the following agencies: (D&B, S&P, Moody's, ICRA, CRISIL, CARE) Credit rating report should be issued after 31st October, 2017.
- v) Bidders shall enclose a Bank reference report issued on or after 31st October 2017.
- vi) Bidder shall submit an Earnest Money Deport (EMD) for USD 5,000 (USD Five thousand only) in the form of Bank Guarantee (BG format enclosed at Appendix I) Fund transfer. The bidder shall submit a copy of the BG alongwith tender documents in sealed envelope. The banker of the bidder shall forward the original BG to Shri MK Mishra, Addl. General Manager, MMTC Limited, Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar 751007 on or before the due date and time for opening of Technical Bid as per clause 8 of this tender.
- vii) Bidder shall submit an undertaking to establish performance guarantee as per proforma at Appendix IV.
- viii) The bidder shall submit Chemical & Physical specifications of the cargo being offered as per proforma at Appendix-VII.
- ix) Bidder shall submit a Letter of Authority in favor of authorized official for signing the tender documents.
- x) Bidder shall submit duly signed and stamped all documents given in Section-I (including all annexures) of the tender notice.

Any other document as requested by the Purchaser, shall also be submitted by the bidder with Techno commercial bid.

B) PRICE BID (Electronic or Physical Form):

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

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

Price bid of only those bidders, who qualify in technical bid, shall be considered for evaluation. Price bids of qualified bidder (Technical) will be opened. Price Bid to be submitted as per format providing the breakup of FOB price and Ocean freight.

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

21. CRITERIA OF EVALUATION:

The techno-commercial bids shall be evaluated by the Purchaser in consultation with the actual user/NINL. 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 and L1 would be determined only based on C&F FO (CQD) price in USD PMT, Paradip port.

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 30 days from the date of closing of tender.

23. INSURANCE:

Insurance shall be covered by the Purchaser. The Seller will have to give pre-shipment advice minimum 2 days before commencement of loading, containing detail such as quantity to be loaded, total value, name of vessel, port of loading etc. This will be followed by post-shipment advice containing detail of actual shipment made including B/L no., date and quantity, vessel name, date of sailing, load port etc. The detail may be sent on e-mail at mkm@mmtclimited.com; dhaneswar@mmtclimited.com; lmbagga@mmtclimited.com.

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 export duty, taxes, Stamp duty, License fee 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 material and he shall keep the PURCHASER indemnified for any losses which accrue to the PURCHASER because of any shortcoming therein.

27. RISK PURCHASE :

In case the SELLER fails to provide the material 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 material 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 material which the SELLER has failed to deliver, as aforesaid, for each and every month of delay or part thereof provided, however, such liquidated damages shall not apply to any period of extension granted by the PURCHASER/under Force Majeure conditions. The maximum amount of Liquidated Damages levied on any shipment will not exceed 5% of the value of the MATERIAL in that shipment. Delivery of the material 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	: 29 th January, 2018 by 1100 hrs IST
Opening of Techno commercial on or after	: 29 th January, 2018 by 1115 hrs IST
Opening of Price Bid on or after	: 30 th January, 2018- by 1100 hrs IST

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

31. PROCEDURE FOR PARTICIPATION IN E-TENDER.

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

32. Procedure for Obtaining Digital Certificate

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

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any License Certifying Authority operating under RCAI or CCA. Minimum time to procure DSC is 5 working days.

Procedure for Registering in E-Procurement portal

Further, the bidder will have to register with MMTC's E-Procurement portal. The bidder should have a valid user ID to access e-procurement portal of MMTC. For registering, please go to

<https://mmtc.abcprocure.com> and follow the directions. After successful submission of registration details, please contact M/s. E-Procurement Technologies Ltd. (EPTL) (as given below) to get your registration activated. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are as under :

E-TENDERING REGISTRATION, DIGITAL SIGNATURE, USER ID / PROFILE ACTIVATION QUERIES	MR. HIMALAYA VAISHNAV	+91-9099090830 / +91-(79)-40016811/ 66 / 40 / 48	HIMALAY@ABCPROCURE.COM INFO@ABCPROCURE.COM
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33. GENERAL CONDITIONS

33.1 The supply of the MATERIAL 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 its invoice covering the delivery of the MATERIAL 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 from the lowest bidder (L1). Purchaser reserves the right to modify and amend the terms & conditions and announce the same at any time before the closure of tender. Announcements during the tenure of tender on the website and/or by facts including announcement of any additional conditions or correction in the tender and/or additions or deletions of item 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 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 at 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 about quality, quantity or any other claim, the actual user shall intimate MMTC and MMTC shall thereafter take up the matter with the Seller. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of e-tender including the amendments if any, prevailing at the time of tender. Purchaser will not entertain any complaints or objections once bid is placed.

33.6 In the event of failure on account of signing of contract within 3 working days from the date of issuance of contract by MMTC, the Purchaser reserves the right to invoke the bank guarantee submitted by the bidder as EMD. The Purchaser also reserves the right to debar such bidder from participating in any future tender of MMTC or any other action as deemed fit.

33.7 The BG issuing bank must have a net worth of atleast Rs.500 Crore and Capital Adequacy Ratio of at least 9%. The BG shall be issued by a scheduled commercial bank excluding Gramin bank, cooperative banks, Nainital bank and Dhanlakhmi Bank.

33.8 MMTC shall have the right and authority to review / modify / amend any condition / format of this tender.

33.9 After finalization of the purchase price, MMTC will arrange to send standard purchase contract to the Seller for signatures.

33.10 After receipt of signed contract from MMTC through fax/e-mail, the Purchaser will put their authorized signature with seal and send the signed contract to MMTC within three working days.

33.11 If for any reason, the Seller fails to send the signed contract or fails to open the requisite Performance Guarantee (BG) for appropriate value, MMTC reserves the right to encash the EMD available with MMTC.

33.12 Notwithstanding anything specified in these tender documents, MMTC Limited at its sole discretion, unconditionally and without having to assign any reason, reserves the following rights:

- (i) To accept or reject the lowest offer or any other offer or all the offers,
- (ii) To accept any offer in full or in part,
- (iii) To procure the tendered quantity from more than one bidder.
- (iv) To reject the offers not conforming to the tender terms without further correspondence.
- (v) To reject the offer of past supplier(s) with unsatisfactory track record.
- (vi) To increase the tendered quantity if suitable bids are received.

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

36. FRAUD PREVENTION

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

The Bidder(s) / Contractor(s) / Purchaser(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at <http://mmtclimited.com> during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Bidder(s)/Contractor(s)/Purchaser(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s)/Purchaser(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s)/Purchaser(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Purchaser(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

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

(e) The Bidder(s)/Contractor(s)/Purchaser(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression

through a violation of this Clause , above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Purchaser(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

ANNEXURE-I**CHEMICAL AND PHYSICAL SPECIFICATIONS FOR LOW SILICA LIMESTONE IN BULK****Quantity: 50,000 MT (+/-10%) at Paradip Port**

	<u>Chemical Composition</u>	<u>Physical Composition</u>	
CaO	53% basis. Rejection below 52%. Acceptable up to 52% with penalty	Size 10-50MM)	
SiO ₂	5% Max. Rejection above 6%. Acceptable up to 6% with penalty.	+50 MM	5%(Max.) acceptable up to 10% with penalty.
Al ₂ O ₃	1% Max. Acceptable up to 1.2% with penalty. Rejection above 1.2%.	-10 MM	5%(max) acceptable up to 10% with penalty.
Alkali	0.4% Max. Rejection above 0.4%		

PRICE ADJUSTMENT FOR DEVIATION FROM SPECIFICATIONS : Tolerance levels & Penalties

1) Chemical composition

Element	Required level	Tolerance level	Penalty amount
CaO	53% Min	Less than 53% & upto 52%	@2% of CNF price for every 0.1% decrease or part thereof.
SiO ₂	5% Max	More than 5% & upto 6%.	@2% of CNF price for every 0.1% increase or part thereof. Rejection above 6%
Al ₂ O ₃	1% Max	More than 1% & upto 1.2%	@2% of CNF price for every 0.1% increase or part thereof. Rejection above 1.2%
Alkali	0.4% Max	Zero tolerance level. Rejection above 0.4%.	

2) Physical composition

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

- 3) Material shall not be loaded & shipped if the Chemical & other specifications, as per load port analysis do not conform to the specification stipulated in Annexure I. If derived price after applying penalties to the cargo to be shipped is less than 96.5% of base price, then the material should not be loaded and shipped by the shipper.
- 4) Material shall not be loaded & shipped if the size fractions, as per load port analysis do not conform to the specification stipulated above. If as per discharge port analysis the lot does not satisfy the above stipulated limits and the lot is rejected, the rejected lot will not be returned back to the supplier. For the rejected lot, 90% payment already made minus USD 15,000 (i.e. the PBG amount) would be treated as full and final and no payment shall be made from balance 10%. In addition, PG submitted by the supplier shall be forfeited/encashed.

SHIPPING TERMS**FOB TERM**

1. In case of FOB purchase by the Purchaser, the seller will ensure a loading rate of and also compliance of the charter party terms and conditions entered between the Purchaser and the vessel owner.

C&F TERMS

2. In case of CNF shipment, the Sellers will arrange for chartering suitable vessels to load the agreed quantity in ship load and the Sellers are responsible for fulfilling the conditions of the Charter Party with Owners at the loading and discharge ports.
3. Suitable vessel of any make/flag shall be chartered subject to vessel not being more than 15 years old, having classification from Lloyd's or its equivalent and suitable for bulk loading.
4. Vessels will be chartered for discharging at Paradip Port, Odisha, India.
5. A sailing intimation shall be sent by the Master to MMTC Limited New Delhi, MMTC Paradip and MMTC Bhubaneswar on vessel leaving loading port, giving sailing date, speed, commodity, total quantity loaded and estimated time of arrival at discharge port within 24 hrs from B/L date.
6. Master shall give expected dates of arrival to MMTC Paradip and MMTC Bhubaneswar (Fax No. 0674-2546847, 06722-222123) 96/48/24 hours before vessel is due to arrive at Paradip ports.
7. Cost of shifting to second berth (if used) including fuel, to be to Owners' account.
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. Indicative rate of discharge at Paradip Port isMT PWWDSHINC (No Despatch/No demurrage of vessel to Purchaser's account) for pana/supra/handy max vessel with gears by ship's own gears/cranes/grabs from five/four hatches/holds. The vessel shall be abided by discharge port norms and any penalty levied by PPT for slow discharge rate or, hiring charges of any external shore cranes/HMC for increase of discharge rates (in case of poor/non-performance of Ship's Gears) etc, will be to the account of Seller/Owners.
10. Rigging gangs employed at discharging port shall be on the Owner's/Seller's account.
11. Vessel with gears 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 additional expenses incurred by reason of loading into and or discharging, from such spaces not easily accessible are to be for Owners' account.

12. Vessel shall be left in sea-worthy trim to shift between port and berths to Master's satisfaction at Seller's expense.
13. Cost of first opening and last closing of hatches shall be for Sellers' account.
14. Owners shall undertake that vessel's arrival draft at Paradip port not to exceed 12.5 Metres. In case of any lightening over 12.5 metres draft arrival, same will be on Owner's/Seller account.
15. The owners guarantee that vessel is fitted with suitable gears, winches and derrick. Discharging port shall be Paradip port. The Master/Agent of vessel shall intimate MMTC Paradip and MMTC Bhubaneswar latest on vessel arrival giving 96/48/24 hours' notice of ETA. NOR of vessel shall be tendered at MMTC, Paradip which shall be accepted during office hours as per the practice. However, for MMTC it is 'no demurrage- no despatch' basis with delivery of goods on 'free out' basis.
16. 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 winch-men to be for Purchasers' account. Purchasers' privilege discharging over side, Owners allowing free use of gears, winches and derricks.
17. Owners shall give name of agents at discharging port(s) to MMTC Bhubaneswar within 48 hrs after sailing of the vessel from loadport or at-least 48/72 hrs before ETA of the vessel at discharge port, whichever is earlier.
18. MMTC/the end user shall sign the 'statements of facts' and other customary documents together with the Master of the Vessel and ships agents.
19. The Sellers undertake to advise MMTC Bhubaneswar the name of vessel, total quantity loaded, the date of vessel's sailing, speed, estimated draft before and after, expected date of arrival at the Indian Port(s), full name and postal address of the owners of the vessel and name and postal address of their agents in India within 48 hours of the sailing of the vessel.
20. Two (2) copies of the Charter Party to cover each shipment shall be sent to the Purchasers by Sellers after sailing of the vessel.
21. Overtime for the account of the party ordering it. Officers' and Crews' overtime to be always on Owners' account.
22. 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 Purchasers and overage insurance premium would be on Seller's account.
23. Vessel should be single decker. Vessel should be suitable for grab discharge. For any relaxation of the above conditions, prior approval of Purchasers should be obtained.
24. 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.
 - In addition to the above, all information required by MMTCL for obtaining license from DG Shipping in case of Foreign Flag vessel must be provided by Owner/Disp. owner/agents.
25. Overage insurance premium if any, due to vessel's age, class and flag shall be to suppliers account.
26. Seller shall be liable to furnishing all relevant vessel particulars to enable the Purchaser 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.
- The PURCHASER shall at his own expense, arranges for suitable 'marine insurance cover' for the MATERIAL delivered by the SELLER, the SELLER shall give pre-shipment advice minimum 2 days before commencement of loading, containing detail such as quantity to be loaded, total value, name of vessel, port of loading etc This will be followed by post-shipment containing detail of actual shipment made. The detail may be given on e-mail at : lbaggga@mmtclimited.com, mkm@mmtclimited.com, bpm@mmtclimited.com / Fax +91 11 24364106, 0674-2546847, 06722-222123, indicating Agreement number & date, the foreign port of loading, the name of the vessel & its Flag, the quantity of the MATERIAL to be loaded/actual loaded on board the vessel as per Loadport Draught Survey Weight and approx value thereof, the Bill of Lading number and date, the date of sailing & draft 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 fax the message twice to ensure clear receipt of the message by the PURCHASER apart from e-mails.
27. Vessel to consign to receiver's/charterer's agents at disport for necessary entry with port and customs with Owners/Sellers paying customary agency fees.
28. All vessel related charges including composite berth hire charges to be on owners account.
29. The terms as per contract would override terms of individual charter party unless deviations are specifically accepted.
30. Vessel shall be dry, clean, free pratique from residue of previous cargo duly certified by a reputed recognized inspection agency.
31. Sellers shall be responsible to Purchasers for any/ all acts of omission and commission by or on behalf of ship owners.
32. In case of damage to vessel at discharge port, the Seller shall settle any claim with the Stevedore directly in consultation with the ship's owner. The Master/Agent of the vessel at

the dis-port should notify in writing of any alleged damage to the vessel by the stevedores supported by inspection report of independent Govt. approved surveyor and failure to so notify shall bar any claim thereafter. In any event, any such claim shall be barred if not made prior to the departure of the vessel from the discharge port where damage is alleged to have occurred.

PRICE BID

1. To be filled by the bidders in Electronic or Physical Form
2. The Price Bids has to be filled in indicating FOB loadport and CNF Paradip in bulk. Partial Offer will not be accepted and the offer will be rejected.
3. For C&F (FO) Offer has to be made as mentioned in the tender terms(No demurrage , no despatch basis i.e CQD basis)

50,000 MT (+/- 10%), Paradip Port

1) Name of Mine/Reserves with its Location	:	_____
2) Name of Seller with Address and Port of Shipment	:	_____
3) Offered Price (PMT)	:	a) FOB Load Port Price _____ (USD/PMT)* b) Ocean Freight _____ (USD/PMT)* TOTAL (a+b) = C&F FO Price _____ (USD/PMT)

* Mandatory to give a) & b) separately

Authorized Signature with official seal

Date: _____

SECTION-II

APPENDIX-I

PROFORMA FOR BANK GUARANTEE FOR EMD

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

Sub: Global tender No. _____

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

Sir,

WHEREAS, **MMTC Limited, Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007 , Odisha** (hereinafter referred to as MMTC) has invited bids vide Global E-Tender No. _____ dated _____ 2018 (hereinafter referred to as Invitation to Bids) for supply of 50,000 MT (+/-10%) Limestone (Low Silica).

1. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to US\$ 5,000 (Five Thousand only) in favour of MMTC, Bhubaneswar in the form of a Bank Guarantee of US\$5,000 with a validity till 6 months from date of issue
2. AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, Bhubaneswar up to and not exceeding the sum of US\$ _____ with a validity till 30.04.18 and that the Bidder M/s. _____ :-
 - a) shall keep his offer firm and valid for acceptance by MMTC as per tender against which offer is made.
 - b) Shall sign the purchase contract forwarded by MMTC within three calendar working days.
 - c) shall in the event of the offer being accepted by MMTC, bidder shall establish a performance bank guarantee as per the tender.
 - d) shall further arrange to ship the confirmed quantities as per the purchase contract as per the delivery schedule.
 - e) Any other conditions as stipulated by MMTC from time to time.
3. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, Bhubaneswar, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of US\$ _____. This Bank further agrees that the

decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.

4. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ 5,000 only without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by _____ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
5. The payment shall be made to MMTC Bhubaneswar across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
6. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$5,000 only.
7. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
8. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).
9. The liability of this bank shall discharge upon receipt of US\$ 5,000 only by MMTC.
10. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially for a period of 6 months and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.
11. This Guarantee is governed by the Laws of India and comes into force forthwith.
12. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.

Signature : _____

Name and code : _____

Designation: _____

Seal of the Bank :

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

Sirs,

- 1) WHEREAS, MMTC Limited, , **MMTC Limited, Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007, Odisha** having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (hereinafter called "the MMTC) have entered into Contract No. _____ dated _____ (hereinafter called 'the CONTRACT') for _____ with M/s. _____ (name) address _____, (hereinafter called the 'XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of US Dollars _____.
- 3) AND WHEREAS at the request of the 'XX', we _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of US Dollars _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
- 4) We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of US Dollars _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars _____. Our Guarantee shall remain in force up till 30.04.18.
- 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 30.04.18.
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.

- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.
- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of US Dollars _____ only by MMTC.
- 11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2018

Yours faithfully

For and on behalf of Bank

(Address)

(Banker's Seal)

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

To,

Dated: _____ 2018

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

Dear Sir,

Sub: Global tender No. _____

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

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

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

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

Yours faithfully,

(NAME)

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

(On Company Letterhead)

Ref: Global tender No. _____

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

Sub: Undertaking on Performance Bank Guarantee

Dear Sir,

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

Thanking you,

Yours faithfully,

(Authorized Signatory)

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)



Regional Office : Alok Bharati Complex, 7th floor, Sahid Nagar, Bhubaneswar-751007
 Phone : (0674) 2546848,2541747 Fax :(0674) 2546847,
 E-Mail: mmtcbsr@mmtclimited.com, Web: www.mmtclimited.gov.in

Purchase Contract No. Dated:

REF: Tender No. MMTC/BBSR/MIN/LIMESTONE/01/2017-18 dated ----& offer to tender dated----

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

Whereas the Purchaser has issued Email /Letter of Intent (LOI) dated -----in favour of Seller for shipment,

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

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

SECTION I

ARTICLE 1: COMMODITY	: Low Silica Limestone in Bulk
ARTICLE 2: QUANTITY	: 50,000 MT (+/-10%)-
ARTICLE 3: SPECIFICATIONS	: Detail at Annexure-I
ARTICLE 4: ORIGIN	: Foreign/ Overseas country
ARTICLE 5: PORT OF DISCHARGE	: Paradip Port, India
ARTICLE 6: PORT OF SHIPMENT	: Any Main Port
ARTICLE 7: SHIPMENT PERIOD	: FEBRUARY/MARCH'18

ARTICLE 8: PERFORMANCE GUARANTEE:

The PURCHASER shall issue a Letter of Intent (LOI) to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format at Appendix-II)/ through fund transfer for an amount of USD 15,000 (USD Fifteen Thousand Only) within 3 working days of issuance by the Purchaser of contract, The Seller shall forward to Purchaser duly signed and stamped contract for signature by the Purchaser. The performance Bank guarantee as per our pro-forma (if fund transfer option is not exercised) shall reach the Purchaser within 10 working days from the date of issue of signed contract. PBG shall be issued by any scheduled commercial bank in India (other than Co-operative banks, Gramin Bank, Nainital Bank and Dhanlakshmi Bank) and advised through their Bhubaneswar Branch. The PG Bond shall be kept valid till **30th April, 2018**. Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. can be invoked by Purchaser.

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

ARTICLE 9: BASE PRICE:

USD ____PMT C&F FO PARADIP. BASE PRICE CONSIST OF FOB (LOAD PORT) PRICE OF USD ____ PMT AND OCEAN FREIGHT OF USD ____ PMT.

ARTICLE 10: SAMPLING AND ANALYSIS:

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

The SELLER/PRODUCER (MINE OWNER) shall furnish to the PURCHASER the Certificate of Sampling and Analysis issued by the independent inspection agency at the load-port indicating the specifications at Annexure-I.

a) LOAD PORT ANALYSIS:

The SELLER/PRODUCER(MINE OWNER) at their own expense would carry out the sampling and analysis and shall furnish to the PURCHASER the Certificate of Sampling and Analysis issued by the independent inspection agency at the load port indicating the Technical specification indicated at **Annexure – I**.

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

The Certificate of Sampling and Analysis shall be prepared in 6(Six) originals, of which 3(three) copies shall be air-mailed by the SELLER / PRODUCER (MINE OWNER) to the PURCHASER within 5(five) days from the date of Bill of Lading in respect of the consignment and the remaining 3(Three) copies shall be submitted by the SELLER / PRODUCER (MINE OWNER) along-with 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 from the specified mine.

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

b) DISCHARGE PORT ANALYSIS:

The PURCHASER shall at its cost, will carry out at the discharge port sampling of the material delivered in each consignment through independent Inspection Agency, _____ Such analysis report shall be binding on both the parties for release of balance payment of the invoice value of each shipment after making necessary adjustments towards rebate / diminution / penalty/ LD as per the terms of the tender. Utmost precaution shall be exercised by the SELLER/PRODUCER 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 shall make payment towards the balance 10% of C&F (FO) value outside LC based on the discharge port results after adjusting the 90% provisional payment already released thru LC based on load-port results. In case of variations in parameters, if any, at discharge Port, the weighted average results of Loading port & Discharge Port for physical specifications only will be taken into account.

ARTICLE 11: PRICE ADJUSTMENT:

The supply of the MATERIAL shall 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 MATERIAL in the consignment where such deviations are within permissible limits. The price adjustment for the deviations in specifications shall be as per **Annexure-II**.

ARTICLE 12: CHARGEABLE WEIGHT :

The SUPPLIER/PRODUCER shall, at its cost, determine the weight of the material delivered at the port of loading by means of draught survey which shall be conducted by an independent Inspection Agency at the loadport, who shall issue the Certificate of Loadport Draft Survey Weight. The SELLER may, at its option and at its own costs & expenses, depute its representative to be present at the time of determination of the Destination Port Draft Survey Weight.

B/L wight for each consignment shall be treated as final, subject to the following :

- In case draft survey weight at disport is more than the B/L weight, the payment shall be restricted to B/L weight.
- In case draft survey weight at disport is less by 0.5% of the B/L weight, average of B/L quantity and draft survey weight at disport shall be final.
- In case draft survey weight at disport is less by more than 0.5% of B/L weight, the payment will be restricted to draft survey weight at disport.

ARTICLE 13: TERMS OF DELIVERY:

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

The Seller shall take necessary steps to ensure that sufficient quantity of material is ready for delivery at the load port to enable the vessel to off take the ordered quantity within the delivery period. For any delay in clearance at the port of destination on account of non supply of shipping documents in time and / or due to faulty documents, the Seller would be held responsible for any detention, penalty, interest etc. which the Purchaser may become liable to pay to the authorities at the discharge port in India. The delivery of material at Paradip Port, Odisha, India will be **on no demurrage no despatch basis (i.e. CQD basis)**. SUPPLIER/PRODUCER shall arrange necessary split Bill of Ladings of 30,000MT (approx weight of 3 hatches) and hatch-wise for balance quantity.

ARTICLE 14: PAYMENT TERMS :

The payment of the price of the MATERIAL delivered by the SELLER/PRODUCER shall be made by the PURCHASER in US Dollars by an Irrevocable Letter of Credit.

a) 90% of the invoice value of the material at sight on presentation of the following Load-port documents.

- i) 3/3 sets of original clean on Board Bill(s) of Lading for 30,000MT (approx qty in 3 hatches) & hatch-wise for balance quantity, made out "To order" and blank endorsed marked Notify "MMTC Limited, Bhubaneswar Regional office, Alok Bharti complex, 7th floor, Sahid Nagar, Bhubaneswar – 751-007". The Bills of Lading to be issued by Ocean Lines/Master/Agents only. House BLs or any other BLs are not acceptable
- ii) Bill(s) of Lading marked "Freight Pre-paid" is always desirable or, "freight payable as per Charter Party" may be acceptable.
- iii) Signed Commercial Invoice - in Triplicate (3 sets).
- iv) 3/3 quantity-wise Certificate of Sampling and Analysis issued by independent inspection agency clearly specifying that the sampling and analysis pertains to the low silica limestone loaded on the vessel. On no account, the Analysis result of any technical parameter shall exceed the absolute maximum/absolute minimum tolerance limit stipulated under Technical Specifications as indicated at Annexure-I to this Tender.
- v) Certificate of Weight issued by an Independent Analyst at Load Port separately for all hatches (3/3)
- vi) Certificate of Origin issued by recognized Chamber of Commerce of exporting country (3/3).
- vii) Load-port Draft Survey Weight Certificate issued by the independent inspection agency at load port (3/3)
- viii) SELLER'S Certificate-in triplicate, confirming that (a) three non-negotiable copy of the Bill of Lading (b) three non-negotiable copies of Commercial Invoice; (c) three copies of the Certificate of Sampling and Analysis at load-port; (d) three copies of Certificate of Origin; (e) three copies of Loadport Draft Survey Weight Certificate and (f) a copy of SELLER'S Fax/e-mail (Email Id: mkm@mmtclimited.com, dhaneswar@mmtclimited.com, lmbagga@mmtclimited.com & Fax No: 0674 2546847) pre-shipment and post-shipment advice of shipment to the PURCHASER have been sent through Courier Service directly to the PURCHASER at MMTC Limited, Bhubaneswar Regional office, Alok Bharti Complex, 7th floor, Sahid Nagar,

- Bhubaneswar – 751007 within 3 (three) days from the date of Bill(s) of Lading. Seller to submit acknowledgement receipt issued by courier alongwith certificate.
- ix) Copy of SELLER'S FAX/e-mail advice of shipment to the PURCHASER referred to in triplicate detailing documents mentioned at (i) to (vii) above.
- b. Within 3 (three) working days from the date of Bill of Lading, the SELLER shall send through Courier Service, direct to the **BHUBANESWAR REGIONAL OFFICE** " Addressed to **Sri. M.K.Misra (AGM-Minerals); ALOK BHARTI COMPLEX, 7TH FLOOR,SAHID NAGAR, BHUBANESHWAR - 751-007, ODISHA** the following documents :
1. Three non-negotiable copies of Bill of Lading.
 2. Three signed copies of Commercial Invoice.
 3. Three copies of the Certificate of Sampling and Analysis at loadport.
 4. Three copies of the Certificate of Weight at loadport.
 5. Three copies of Certificate of Origin.
 6. One Copy of SELLER'S FAX/e-mail advice of shipment to the PURCHASER.
- c) The SELLER shall email copies of signed and stamped Bills of Lading, Commercial Invoice, Certificate of Sampling and Analysis, Certificate of Origin and Loadport Draft Survey Certificate, Seller's Certificate and Seller's shipment advice to the PURCHASER at e-mail mkm@mmtclimited.com; dhaneswar@mmtclimited.com; Imbagga@mmtclimited.com within 3 days after the Bill of Lading Date
- d) The Invoices so raised by Seller should follow provisions of contract.
- e) Balance 10% C&F (FO) value shall be made outside the LC as per the discharge port sampling, analysis and draft survey weight after making necessary price adjustments for variations, if any, mentioned in at Annexure II. In case of variations in physical parameters, if any, at discharge Port, the average results of Loading port & Discharge Port will be taken into account for physical specifications only.
- f) All bank charges at the SELLER/PRODUCER'S end shall be borne and paid for by the SELLER/PRODUCER. All bank charges at the PURCHASER'S end shall be borne and paid for by the PURCHASER. In case of amendment of LC on request of Seller, the charges so incurred shall be payable by Seller. Confirmation of the L/C can be arranged at the cost of the Seller. Transferable L/C is not permitted. L/C shall provide for payment on sight on submission of standard shipping documents duly complying with the provisions of terms of Letter of Credit.

ARTICLE15: SHIPPING TERMS:

The terms and conditions for delivery of the material on C&F (FO), basis destination port is given at **Annexure-III**. However, the terms of discharge will be no demurrage and no despatch basis.

ARTICLE 16: INSURANCE:

Insurance shall be covered by the PURCHASER. However, the SELLER will have to give details, as required by Insurance Company, as pre-shipment advice minimum 1 day before commencement of loading, containing detail such as quantity to be loaded, total value, name of vessel, port of loading etc This will be followed by post-shipment containing detail of actual shipment made within **24 hours of B/L date** to the PURCHASER by e-mail positively confirming that the loaded Vessel and Cargo are in good & sound condition along-with information & documents as mentioned in 'Shipping terms' per Annexure-III.

ARTICLE 17: LIABILITY OF GOVT. OF INDIA:

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

ARTICLE 18: TAXES & DUTIES:

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

ARTICLE 19: EXPORT LICENCE :

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

ARTICLE 20: RISK PURCHASE:

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

ARTICLE 21: LIQUIDATED DAMAGES:

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

ARTICLE 22: GENERAL CONDITIONS

- 22.1. The supplies of the MATERIAL 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 MATERIAL in the consignment where such deviations are noticed.
- 22.2. Utmost precaution shall be exercised by the SELLER at the time of delivery of each consignment to ensure that the Guaranteed Specifications stipulated of Technical Specifications are strictly complied with. The Purchaser reserves the right to terminate the contract in case there are deviations from the Guaranteed Specifications.
- 22.3. In the event of failure on account of signing of contract within three (3) calendar days from the date of issuance of contract by MMTC, the PURCHASER reserves the right to invoke the bank guarantee submitted by the bidder as EMD.
- 22.4. The BG issuing bank must have a net worth of atleast Rs.500 Crore and Capital Adequacy Ratio of at least 9%. The BG shall be issued by a scheduled commercial bank excluding Gramin bank, cooperative banks, Nainital bank and Dhanlakshmi Bank.

ARTICLE:23 FORCE MAJEURE:

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

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

ARTICLE:24 ARBITRATION

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

ARTICLE:25 FRAUD PREVENTION

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

The Bidder(s) / Contractor(s) / Purchaser(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in “Fraud Prevention Policy” of MMTC (full text of which is available on MMTC’s website at <http://mmtclimited.com> during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Bidder(s)/Contractor(s)/Purchaser(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s)/Purchaser(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s)/Purchaser(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Purchaser(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

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

(e) The Bidder(s)/Contractor(s)/Purchaser(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause, above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Purchaser(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(3) Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

ARTICLE:26 HOLIDAY LISTING:

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