



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

Phone #:0091-11-24381513/24362200 Fax #: 24364106

www.mmtclimited.com

GLOBAL NOTICE INVITING TENDER

MMTC/MIN/CO/CE/2019-20/Q1/04/11896 dated 16.05.2019

MMTC invites Global e-tender for Export of Low Silica Chrome Concentrate of Indian Origin from interested overseas buyers. The deadline for submission of offer is **1100 hrs IST on 31st May, 2019.**

The complete details of the e-tender are available at www.mmtclimited.com, <http://eprocure.gov.in> and <https://mmtc.abcprocure.com>.

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

GENERAL MANAGER (MINERALS)



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

Phone #:24381513/24362200 Fax #: 0091-11 24364106

www.mmtclimited.com

Dear Sirs,

Sub: Global e-tender for export of Low Silica Chrome concentrate of Indian origin.

Established in 1963, MMTC Limited, a Government of India enterprise is a leading international trading company. It is engaged in the trade of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc. MMTC is one of the major global players in the minerals trade. For further details please visit our website www.mmtclimited.com

As per existing trade policy of Government of India, MMTC Limited is the canalizing agency for export of chrome ore and chrome concentrate from India. The export of chrome ore is subject to quantitative/qualitative ceiling. MMTC Limited undertakes export of chrome ore/ concentrate to overseas market by procuring the items from the Indian suppliers on back to back basis.

MMTC is pleased to invite offer in two bid system for sale of low silica chrome concentrate from interested overseas bidders. The bidders are requested to submit their offers strictly as per the tender documents. Last date of submission of bids is **31st May, 2019 by 1100 hrs IST.**

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

The overseas bidders may submit their Technical bids along with supporting documents in a sealed envelope or through e-mode. Similarly, price bid may be submitted in physical mode in separate envelope or electronic mode on MMTC's E-Procurement Portal <https://mmtc.abcprocure.com>

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

The envelopes containing technical and price bid documents, in case price bid submitted in physical mode, may be addressed to Shri L.M.Bagga, General Manager, Minerals Division at the below-mentioned address as to reach latest by **1100 hrs on 31st May, 2019.**

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



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SECTION I

1.0 COMMODITY

LOW SILICA CHROME CONCENTRATE

2.0 QUANTITY

5,000 MT ($\pm 10\%$) 56/54% Cr₂O₃

(Please see details at Annexure-I)

3.0 LOADING PORT

Visakhapatnam Port, India

4.0 SHIPMENT PERIOD/LAYCAN

June, 2019

5.0 ORIGIN

Tata Steel, Indian origin

6.0 SPECIFICATIONS

Cr ₂ O ₃	:	56% BASIS 54% MIN
Cr: Fe Ratio	:	2.90:1 MIN 3.20 : 1 MAX
SiO ₂	:	1% MIN 1.50% MAX
Al ₂ O ₃	:	12% MAX
PHOSPHOROUS	:	0.007% MAX
SULPHUR	:	0.03% MAX
PHYSICAL SIZE	:	0 - 2 MM (90% MIN)
PACKING	:	Loose /Bagged in containers at Seller's option

7.0 PRICE (TO BE QUOTED)

The bidder shall quote price in USD PDMT FOBST (Loose /Bagged in containers at Seller's option)
Visakhapatnam Port India

Please see Price Bid format at Annexure II.

8.0 BONUS/ PENALTY RATE

- a) The base price shall be increased / decreased on fraction pro-rata basis for variation in Chrome Concentrate grade.
- b) If there is any difference between the specifications mentioned and actual results obtained on analysis, price will be adjusted but documents will not be treated a discrepant. No penalty shall be applicable except for Cr₂O₃ as shown at sub clause a) above.

9.0 EARNEST MONEY DEPOSIT

All Bidders (except MTPL Singapore which is a 100% subsidiary of MMTC) are required to submit EMD @ US\$ 9 PMT (say USD 49,500) in the form of a bank guarantee (Proforma enclosed at appendix A) through a scheduled commercial bank (other than Gramin bank and Co-operative bank, Dhanlakshmi Bank and Nainital Bank) in New Delhi (or NCR), India in favour of MMTC Limited. The BG should be valid till 31.07.2019. Tender without proper EMD will not be considered. BG issuing bank should directly forward the original BG to MMTC Limited, New Delhi. The bidder shall submit copy of BG along with tender documents.

OR

Bidders may remit EMD by fund transfer to the bank account of MMTC Ltd., Visakhapatnam, bank detail of which is as follows:

Name : MMTC Limited
Bank : STATE BANK OF INDIA COMMERCIAL BRANCH, # 49-29-54/8(b),
Balaji Metro Chambers, Naron Road, Dondaparthi, Visakhapatnam-530 016
A/C No. : 10308090583
IFSC Code : SBIN0014407
SWIFT Code : SBININBB745

BG or bank transfer for EMD/PG shall strictly be from the account of the Bidder and no financial security submitted in way of BG, bank transfer or LC shall be accepted from any party other than Bidder in the Tender. All such bids with third party financial security shall be squarely rejected by MMTC.

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

EMD of the unsuccessful bidder will be returned after finalization of tender. All exchange loss/gain shall be to bidder's account. EMD of successful bidder shall be returned after receipt of PG and its confirmation from the bank in case of BG. In case the bidder desires to pay the differential amount between EMD and PG through bank transfer, the EMD received through bank transfer shall be retained and treated as PG.

In the event of failure on account of non submission of PG as per clause 15.0 below by the successful bidder or signing of contract within 3 working days from the date of issuance of

contract by MMTC, MMTC reserves the right to invoke/forfeit the EMD amount submitted by the bidder. The MMTC also reserves the right to debar such bidder from participating in any future tender of MMTC or any other action as deemed fit.

Original BG should preferably reach MMTC at least 2 working days prior to the opening of tender so that confirmation of the same can be obtained before opening of bids. In case of EMD through bank transfer, bidder shall be required to submit a SWIFT copy along with technical bid documents. Bidder would preferably remit the amount to MMTC's Bank account 2 working days prior to the last date of submission of bid.

10.0 SAMPLING ANALYSIS

At the time of stuffing of containers at **Indian port**, M/s Mitra S.K. Pvt Ltd./Intertek India Pvt. Ltd./IGI (at Seller's option) shall be appointed to undertake quantity and quality analysis. Successful bidder may, at its expense, send its representative to be present at the time of such sampling. The analysis thus determined shall be final and the basis for making out the invoice and Load port results shall be final and binding for payment.

11.0 VALIDITY

The bidders shall keep their bids valid for a period of 10 (ten) calendar days from the date of closing of e-tender excluding the date of closing. In case the 10th day falls on a holiday or remains closed for the seller, such bids will be deemed to be automatically extended to be valid up to the next working day of seller.

12.0 ELIGIBILITY CRITERIA

Bidder shall fulfill the following criteria and submit supporting documents in a tender box kept at Minerals Division, Third Floor, MMTC Limited, Corporate Office, New Delhi :

- i) Turnover: Minimum annual turnover of US\$ 20 millions during last financial year.
- ii) Networth : Minimum networth of US\$ 3 million as on last annual balance sheet.
- iii) Past experience: Minimum experience of one year in minerals business.
- iv) Credit rating: Minimum 'satisfactory' or equivalent (i.e. from D&B, S&P, Moody's, ICRA, CRISIL, CARE). The credit rating report shall not be older than one year i.e. should be issued on or after 01.06.2018 and should remain valid on the date of opening of bid.
- v) Bidder shall submit Bank reference report issued on or after 01.06.2018 valid as on tender opening date.
- vi) Bidder shall submit Earnest Money Deposit (EMD) @ USD 9.00 PMT for entire tender quantity (with positive tolerance) in the form of Bank Guarantee (BG format enclosed at Appendix - I)/fund transfer. BG issuing bank should directly forward the original BG to MMTC that should preferably reach 2 days before due date of tender. The bidder shall submit a copy of BG along with tender documents. In case of EMD through bank

transfer, a SWIFT copy for release of payment to MMTC account shall be submitted along with tender documents. No payment by third party on behalf of bidder towards EMD/PG/LC shall be acceptable and all such bids shall stand rejected forthwith.

- vii) Bidder shall submit an undertaking to furnish a Performance Guarantee (PG) for 10% of the total contract value either through bank guarantee or fund transfer (PBG Format enclosed at Appendix -II)
- viii) Bidder shall submit an undertaking to make 100% payment through an irrevocable at sight letter of credit with TT reimbursement clause. Load port results are final and LC shall be negotiated for 100% payment on Load port result basis. (Format enclosed at Appendix - III)

MTPL, Singapore a 100% subsidiary of MMTC, will be exempted from submission of EMD, PG and establishment of letter of credit towards the value of cargo provided they submit an undertaking that they have obtained EMD from their customer and shall obtain PG and L/C from their customers, as per terms of this tender.

13.0 EVALUATION OF BIDS

MMTC shall evaluate technical bids of the bidders received in tender box/online within due date and time. Thereafter MMTC shall open the price bids of those bidders who have qualified in their technical bids. MMTC shall award the contract to the highest bidder (H1) after confirmation about acceptance of H1 price bid received in the tender from back-up supplier i.e. Tata Steel. In case, there is more than one H-1 bidder, all H1 bidders shall be requested to submit the revised price in sealed envelope / online within a stipulated time and H1 bidder shall be finalised on the basis of revised price bids which must be higher than the first bid . In case two or more bidders again submit similar H1 price, the tender shall be scrapped and fresh tender floated.

14.0 AWARD OF CONTRACT

MMTC shall offer the cargo to the highest bidder (H1) only subject to confirmation from the supplier of the cargo. MMTC and the highest bidder shall enter into a sale contract as per standard terms and conditions of MMTC (Contract format enclosed at Appendix - IV). In case the successful bidder fails to forward the signed sale contract within 3 calendar working days from the date of issuance of contract by MMTC, the seller (MMTC) reserves the right to invoke the bank guarantee/forfeit funds submitted by the bidder as EMD. MMTC shall have the right to award the quantity to more than one bidder. MMTC shall have the right to review the performance of bidder and accordingly MMTC may cancel/modify the contract.

15.0 PERFORMANCE GUARANTEE

MMTC shall issue a confirmation message to the successful bidder accepting the price and shall also indicate amount of performance guarantee required to be submitted by the successful bidder. The bidder shall furnish a performance bank guarantee/through fund transfer for 10% of contracted value (with +10% tolerance) in favour of MMTC limited, New Delhi within 10 calendar working days from the date of issuance of signed sale contract by MMTC. Notice of

Readiness of vessel nominated shall be accepted only after receipt of performance guarantee and in case of bank guarantee, its confirmation by the bank and workable L/C. The PBG should be valid upto 31st August, 2019. In case the successful bidder fails to furnish the requisite performance guarantee within stipulated time, MMTC reserves the right to invoke the bank guarantee/forfeit the cash deposit submitted by the bidder as EMD.

MMTC reserves the right to invoke this performance guarantee/forfeit the cash deposit in case the buyer fails to perform the contractual obligations as per tender/sales contract terms.

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

In case the successful bidder had opted for EMD by fund transfer in MMTC's bank account, such bidder shall have the option to deposit the difference between the amount of Performance Guarantee and EMD through fund transfer to MMTC Visakhapatnam bank account to make total PG at 10% of total contracted value. Alternatively, the bidder may pay entire PG amount at the time of submission of bid. In case of successful bidder who has been awarded the contract, this amount shall be retained by MMTC as performance guarantee and may be adjusted against sales invoice if the bidder so desires or shall be returned to the bidder after successful completion of contract. No interest shall be payable by MMTC on EMD/PG amount remitted through fund transfer. All bank charges and exchange gain/loss on cash EMD/PG shall be to the account of the Bidder.

16.0 PAYMENT TERMS

The buyer shall establish an irrevocable and without recourse to drawer workable letter of credit (acceptable to MMTC) payable at sight valid for 45 days after latest date of shipment in USD in favour of the sellers/beneficiaries MMTC Limited, MMTC Bhawan, Port Area, Visakhapatnam: 530035. Andhra Pradesh, India for export from Visakhapatnam Port to cover 100% value of the cargo with tolerance for quantity and value as per contract from any of the top 50 banks (ranked on 04.02.19) by bankersalmanac.com link <http://accuity.com/resources/bank-ratings/>) including their branches located anywhere or M/s. ANZ, M/s. DBS, M/s. RBS, M/s. Bank of Thailand, M/s. Standard Chartered Bank, M/s. HSBC, M/s. BN Paribas, M/s. Nova Scotia or foreign branches of India Nationalized Banks. The said letter of credit shall be established within 10 calendar days from the date of issuance of signed sale contract by MMTC to the buyer. The LC shall be advised through Bank Name : State Bank of India, Commercial Branch, # 49-29-54/8(b), Balaji Metro Chambers, Naron Road, Dondaparthi, Visakhapatnam-530 016 Account No. : 10308090583, IFSC Code : SBIN0014407 SWIFT Code : SBININBB745 The opening bank shall also add that the telex/SWIFT is operating instrument and no further confirmation is required. The L/C shall allow negotiation of documents for 100% shipment value within 21 days after Bill of Lading date at the counter of beneficiary bank. Notice of readiness (NOR) shall be accepted only on receipt of workable L/C through SBI Visakhapatnam. The buyer shall nominate suitable vessel in such a manner so that seller shall get at least three working days prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority and payment of export duty and other statutory charges. L/C shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the buyers account. L/C shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600.

In case L/C is got established from a bank other than those listed above, MMTC shall have the option to get the L/C confirmed and all such L/C confirmation charges shall be payable by the buyer to MMTC before filing of shipping bill.

17.0 DUE DATES

Submission of Technical Bids and Price Bids : **31.05.2019 by 1100 hrs IST**
Opening of Technical Bid : **31.05.2019 by 1115 hrs IST**
Opening of Price Bid : **31.05.2019 by 1600 hrs IST**

18.0 MODE OF SUBMISSION OF TENDER

18.1 The bidder shall submit technical bid and price bid, separately, in physical form or e-mode.

18.2 PROCEDURE FOR PARTICIPATION IN E-TENDER.

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

18.3 Procedure for Obtaining Digital Certificate

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

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

18.4 Procedure for Registering in E-Procurement portal

- (i) Further, the bidder will have to register with MMTC's E-Procurement portal. The bidder should have a valid user ID to access e-procurement portal of MMTC. For registering, please go to <https://mmtc.abcprocure.com> and follow the directions. After successful submission of registration details, please contact M/s. E-Procurement Technologies Ltd. (EPTL) (as given below) to get your registration activated. In case of any technical issues / difficulties pertaining to the e-Procurement portal bidders are advised to get in touch with the service providers helpdesk :

Vendor's Queries	Contact Numbers	Mail ID
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(Dedicated Helpdesk for MMTc) at CO Delhi, Mr. Sumit Kumar	+91 9265562826	sumit.kumar@eptl.in
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136833	support@abcProcure.com info@abcProcure.com
	+91-(79)- 68136850	
	+91-(79)- 68136878	
	+91-(79)- 68136823	
	+91-(79)- 68136849	
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-93745 19729	Mr Pankesh Kumar pankesh@eptl.in
	+91-(79)- 68136848	Mr Jeetish Shanmani jeetiksh@eptl.in
	+91-(79)- 68136854	

(ii) For minimum system requirements clients/bidders should be asked to refer to home page of the URL <https://mmtc.abcprocure.com> under tab Download/ Minimum System Requirements- V2.0

(iii) Bidders shall be advised to print and save bid submission receipt on submission of bids.

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

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

19.1 Part – A: TECHNICAL BID

Bidder shall fulfill the eligibility criteria as stated at Para 12 and submit the following supporting documents in physical form or through e-mode :

- a. Bidder shall enclose an **Auditor's Certificate** indicating annual turnover and networth as on last annual balance sheet or may submit audited balance sheet.
- b. Bidder shall enclose a Credit rating Report from any one of the following agencies: (D&B, S&P, Moody's, ICRA, CRISIL, CARE). Credit rating report should be issued on or after 01.06.2018 valid as on tender opening date.
- c. Bidders shall enclose a Bank reference report issued on or after 01.06.2018 valid as on tender opening date.
- d. Bidder shall submit an EMD @ USD 9.00 PMT for the quantity (with plus 10% tolerance in quantity) quoted in the form of Bank Guarantee (BG format enclosed at Appendix - I)/fund transfer. BG issuing bank should directly forward the original BG to MMTc, New Delhi. The bidder shall submit copy of BG/swift copy for fund transfer along with technical bid documents.
- e. Bidder shall submit an undertaking to furnish a **PG** for 10% of the total contract value. (Format enclosed at Appendix -II)

- f. Bidder shall enclose an **undertaking** to make payment through an irrevocable letter of credit with TT reimbursement clause. Load port results are final and LC shall be negotiated for 100% payment on Load port results basis. (Format enclosed at Appendix - III)
- g. Bidder shall submit an Experience Certificate on its letter-head for being in mineral business for minimum one year.
- h. Bidder shall submit duly signed and stamped all documents given in **Section-I** of the tender notice.

“Bidders who have already submitted copies of supporting documents in earlier tender (document not older than one year) namely, auditor’s certificate, annual financial statement, networth, credit rating report, past experience and bank reference report need not submit again as stated at para 19.1(a b c g & h) part – a: Provided date of issue of documents are as per this tender.

MTPL, Singapore a 100% subsidiary of MMTC will be exempted from submission of EMD, PG and establishment of letter of credit towards the value of cargo provided they submit an undertaking that they have obtained EMD from their customer and shall obtain PG and L/C from their customers, as per terms of this tender.

In case of technical bid and price bid in physical form, the documents in separate sealed envelopes should be dropped in tender box kept for this purpose or should reach, by due date and time, Shri L.M. Bagga, General Manager, **Minerals Division, MMTC Ltd., Core-1, SCOPE Complex, 7, Institutional area, Lodhi Road, New Delhi-110003**. In case of e-submission, bid documents may be uploaded at MMTC E portal <https://mmtc.abcprocure.com>

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

19.2 PART-B: PRICE BID:

The bidders shall submit their price bids in physical mode or through electronic mode. In case of e-price bid, bid to be made at MMTC E portal <https://mmtc.abcprocure.com> The bidder shall submit price bid in price bid format enclosed at Annexure II. The price shall be quoted in USD PDMT FOB Visakhapatnam Port packed in Loose/Bagged in containers at Seller’s option and confirming validity of offer as per tender. In case of difference between the price bid in physical mode and price bid in electronic-mode or price in numeral and price in words, higher price would be considered for evaluation.

Price bid of only those bidders, who qualify in technical bid, shall be considered for evaluation. Price bids of successful bidders (Technical) will be opened on due date and time. Incomplete offer or offers received after due date and time of closing of tender shall not be accepted.

19.3 Any bidder willing to participate in the tender opening process, may attend directly or depute their representative through proper authorization on their letter head with signatures in original clearly stating the name of firm, person, designation and his signatures.

19.4 EMD of the unsuccessful bidders will be returned after finalisation of tender and for the successful bidder it will be returned after receipt of performance guarantee and its confirmation from issuing/advising bank in case of bank guarantee.

20.0 GENERAL CONDITIONS

20.1. Subject to the term and conditions set out herein, sale shall be made to the highest bidder for exports on FOB basis only. Seller reserves the right to modify and amend the terms & conditions and announce the same at any time before the e-tender concludes. Announcements during the e-tender on the website and/or by facts including announcement of any additional conditions for correction in the tender and/or additions or deletions of items being offered for sale are binding on the bidder.

20.2. Participation and bidding shall be treated as conclusive evidence of the fact that bidder is well aware about the Foreign Trade Policy of Govt. of India that export of chrome ore and chrome concentrate is allowed through MMTC Limited only. The cargo for export shall be procured from the associate supplier of MMTC and all terms & conditions shall be on back to back basis with our supplier. Our associate supplier shall perform the export contract and MMTC will not be responsible for any quality, quantity or any other claim of the bidder. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of tender documents including the amendments, if any, prevailing at the time of tender. The seller and/or the EPTL will not entertain any complaints or objections once bid is placed.

20.3 The sellers and/or the EPTL do not give warranty or guarantee of the quality, quantity, measurement, condition, chemical composition of each individual item/s or lot/s that form the e-tender property and about its "end use" or fitness for a particular purpose. In the event of failure on account of signing of contract within 3 working days from the date of issuance of contract by MMTC, MMTC reserves the right to invoke the bank guarantee/forfeit funds submitted by the bidder as EMD. MMTC also reserves the right to debar such bidder from participating in any future tender of MMTC or any other action as deemed fit.

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

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

20.6. After finalization of the sale price, MMTC will arrange to send standard sale contract to the bidder for signatures.

20.7 After receipt of signed contract from MMTC through e-mail, the buyer will put signature of their authorized official with full name, designation and seal with one witness name and signatures and shall send the signed contract to MMTC within three working days. Since shipment is

prompt, the requisite, workable letter of credit should reach MMTC through banking channel minimum 3 days before arrival of the nominated vessel at port of loading.

- 20.8.** If for any reason, the buyer fails to send the signed contract or fails to open the requisite letter of credit for appropriate value, MMTC reserves the right to invoke BG submitted towards EMD/PBG or forfeit cash deposit received through fund transfer as EMD/PG available with MMTC.
- 20.9** MMTC reserves the right to accept or reject any or all bids or to re-tender at its sole discretion without assigning any reasons. Incomplete offer or offers received after the closing time and date shall not be accepted. The complete details of the tender documents are available at MMTC's website www.mmtclimited.com, <http://eprocure.gov.in> and <https://mmtc.abcpocure.com>.
- 20.10** MMTC reserves the right to ask bidders for furnishing additional documents or details other than those specified in the tender, if deemed necessary. MMTC also reserves the right to ask the bidders to replace any discrepant document submitted by the bidder against the tender.

21. ARBITRATION

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

22. Fraud Prevention

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

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of MMTC during the execution of contract and in any other transaction with MMTC.

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

(b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of

bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

23. Holiday Listing Policy

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

ANNEXURE – I

	Item Description	Quantity in MT* (±10%) Minimum Quantity to be quoted	Shipment period	Loading Port
1	56/54% Cr ₂ O ₃ (Cr:Fe Ratio 2.90:1 Min) Loose /Bagged in containers at Seller's option	5,000	June, 2019 (Partial shipment allowed)	Visakhapatnam Port

(All the above cargo shall be subject to reconfirmation by MMTC)

*Bidder to quote for full lot only

Shipment shall be under ITC HS Code 26100040 (Section 109 of Schedule 2 of Export Policy)

ANNEXURE – II

PRICE BID

(Low Silica Chrome Concentrate of Tata Origin)

1	Product	Low Silica Chrome Concentrate
2	Name of the Bidder	
3	Address of the Bidder	
4	Quantity	5,000 MT (+/- 10%)
5	PRICE IN USD PDMT FOB Visakhapatnam Port loose/bagged in containers at Seller's option BASIS 56% Cr ₂ O ₃	
6	Validity of price	

(Signature of Bidder)

ANNEXURE -III

Mandatory Information of Bidder

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

Signature of the bidder : _____

Name _____

Designation _____

INSTRUCTIONS TO BIDDERS REGARDING E-TENDER

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

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

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

Guidelines related to e-tendering/e-auction services

Vendor's Queries	Contact Numbers	Mail ID
(Dedicated Helpdesk for MMTC) at CO Delhi, Mr. Sumit Kumar	+91 9265562826	sumit.kumar@eptl.in
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID.	+91-(79)- 68136833	support@abcProcure.com info@abcProcure.com
	+91-(79)- 68136850	
	+91-(79)- 68136878	
	+91-(79)- 68136823	
	+91-(79)- 68136849	
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-93745 19729	Mr Pankesh Kumar pankesh@eptl.in
	+91-(79)- 68136848	Mr Jeetish Shanmani jeetiksh@eptl.in
	+91-(79)- 68136854	

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

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

Proforma of declaration regarding banning of business dealings

In case of proprietary concern

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

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

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

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

In case of partnership firm

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

(Give particulars of banning of business dealings, in absence thereof mention "NIL".

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

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

In case of Company

We hereby declare that we, M/s are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below: (Give particulars of banning of business dealings, in absence thereof mention "NIL").

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

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

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

Place
Date

Signature of bidder
Name & Designation of the signatory.

SECTION - II

Appendix-I

PROFORMA FOR BANK GUARANTEE FOR EMD

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

Bank Guarantee No. _____
REF No.

Date _____

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

Sir,

1. WHEREAS, MMTC LIMITED, Core 1, SCOPE Complex, 7, Institutional Area, Lodhi Road, NEW DELHI-110 003, India, (hereinafter referred to as MMTC) has invited bids vide LS Chrome Concentrate Indian Origin Global E-Tender (hereinafter referred to as Invitation to Bids) for supply of 5,000 MT (+/-10%) of LS Chrome Concentrate.
2. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to US\$ in favour of MMTC Limited, New Delhi in the form of a Bank Guarantee with validity upto 31.07.2019.
3. AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi up to and not exceeding the sum of US\$ with validity upto 31.07.2019 and that the Bidder M/s. _____:-
 - a) shall keep their offer firm and valid for acceptance by MMTC as per tender against which offer is made.
 - b) Shall sign the sale contract forwarded by MMTC within three calendar days.
 - c) shall in the event of the offer being accepted by MMTC, bidder will establish a Performance Bank Guarantee (within 10 calendar days from the issuance of signed sale contract) in favour of MMTC in the form indicated in the said Invitation to e-Tender for 10% of the contracted quantity through a scheduled Commercial Bank (other than Gramin Bank, Co-Operative Bank, Dhanlaxmi Bank and Nainital Bank) at New Delhi, India.
 - d) shall in the event of the offer being accepted by MMTC, Bidder will establish an irrevocable at sight Letter of Credit in favour of MMTC (within 10 calendar days from the issuance of signed sale contract) in the form indicated in the said Invitation to e-Tender covering full value of the quantity of Chrome Concentrate at the price and on the terms accepted by MMTC, within 10 (Ten) calendar days from the date of issuance of signed sale contract.

- e) shall further arrange to lift the confirmed quantities as per the sale contract by the last date of shipment indicated in the sale contract.
- f) Any other conditions as stipulated by MMTC from time to time.
4. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of US\$ This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.
5. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ only without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by _____ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
6. The payment shall be made to MMTC, New Delhi across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$ only.
8. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).
10. The liability of this bank shall discharge upon receipt of US\$ only by MMTC.

This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially upto 31.07.2019 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.
13. It is certified that capital adequacy ratio of.....(name of the bank) is not less than 9% and net-worth of.....(name of the bank) is not less than Rs. 500 crores.

14. BG shall be issued through SFMS. Detail of MMTC's Banker :

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

Signature : _____

Name and code : _____

Designation: _____

Seal of the Bank : _____

<u>BANK GUARANTEE - EMD</u>		
With validity upto	:	31.07.2019

Appendix-II

(On Company's Letterhead)

Dated: _____ 2019

To,

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

Sub: Undertaking for furnishing Performance Bank Guarantee

Dear Sir,

We hereby agree and undertake that we shall furnish a performance guarantee in the form of a Bank Guarantee (as per format at Appendix-V)/fund transfer 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 bank guarantee / forfeit cash EMD and also to take appropriate action as deemed fit.

Thanking you,

Yours faithfully,

(Authorized Signatory)

(On Company's Letterhead)

Dated: _____ 2019

To,

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

Sub: Undertaking for establishing Letter of Credit.

Dear Sir,

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

Thanking you,

Yours faithfully,

(Authorized Signatory)



A Govt. of India Enterprise

Touching Lives, adding value

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

LS CHROME CONCENTRATE SALE CONTRACT NO. MMTC/2019-20/CE (S) _____

Dated _____ 2019

This agreement is made on _____ 2019 between MMTC Limited having its registered office at Core-1 Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003, INDIA, hereinafter called the SELLERS (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part and M/s _____

hereinafter called the BUYERS (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the other part.

WHEREAS the Sellers have agreed to sell and the Buyers have agreed to buy the following quantity of **Low Silica Chrome Concentrate** on the terms and conditions hereinafter mentioned.

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

ARTICLE 1 : COMMODITY

1. Low Silica Chrome Concentrate
(hereinafter called "CARGO").

ARTICLE 2 : QUANTITY

5,000 MTs (±10% at Buyer's option) of 56/54% grade of LS Chrome Concentrate to be supplied by M/s Tata Steel Ltd, Kolkata.

ARTICLE 3 : SPECIFICATIONS :

Cr ₂ O ₃	:	56% BASIS 54% MIN
Cr: Fe Ratio	:	2.90:1 MIN 3.20:1 MAX
SiO ₂	:	1% MIN 1.5% MAX
Al ₂ O ₃	:	12% MAX
PHOSPHOROUS	:	0.007% MAX
SULPHUR	:	0.03% MAX
PHYSICAL SIZE	:	0 - 2 MM (90% MIN)
PACKING	:	loose/bagged in containers at Seller's option

ARTICLE 4 : PRICE

1. US\$ _____ (US Dollar _____ only) PDMT FOBST Visakhapatnam Port loose /bagged in containers at Seller's option basis 56% Cr₂O₃ scale fraction pro-rata for Chrome Concentrate.

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

If there is any difference between the specifications mentioned above and actual results as per **Article 5** of this contract, Price will be adjusted as per **Article 4** of this contract but documents will not be treated as discrepant.

ARTICLE 5 : SAMPLING, ANALYSIS

- a) **Analysis at loading point:** At the time of stuffing of containers, M/s Mitra S.K. Pvt Ltd./Intertek/IGI/SGS appointed by Seller shall take representative sample and shall determine the analysis and dry weight at 105 degree centigrade. The analysis shall be conducted in accordance with the Bureau of Indian Standard (BIS). The cost of such sampling and analysis shall be to the Seller's account

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

- b) **Survey at Loading Point:** The determination of weight at loading port shall be by weighment/survey by M/s Mitra S.K. Pvt Ltd./ Intertek/IGI/SGS. Such weighment/survey shall form the basis for determining the dry weight for final payment. The cost of weighment/survey at the loading port shall be borne by Seller. The Buyer may, at its expense, send its representative to be present at the time of such weighment/survey of the vessel at its own expense. The weight so determined at the loading port shall be final and be the basis for drawing 100% value of the shipment.

ARTICLE 6: EARNEST MONEY DEPOSIT

The buyer has deposited a bank guarantee (or cash deposited through bank transfer) bearing No. _____ dated _____ for **USD** _____ in favour of Seller. In case, the Buyer fails either to forward the signed contract within three calendar days from the date of issuance of contract by MMTC or to establish a workable letter of credit as per Article 18 or to furnish a performance guarantee as per Article 7, the seller will have the right to invoke the bank guarantee/forfeit cash deposit and to take action as deemed fit.

ARTICLE 7: PERFORMANCE GUARANTEE

The buyer shall furnish a performance guarantee for USD _____ in the form of a bank guarantee/fund transfer towards **10%** of the sale value (with positive tolerance) in favour of the seller through a Bank in India within ten calendar working days from the date of issuance of signed sale contract by MMTC. The Seller will accept the nomination of the vessel only after receipt of performance guarantee and its confirmation. In case the buyer either fails to perform the contract satisfactorily or fails to establish a workable letter of credit within stipulated time, MMTC will have the right to invoke the bank guarantee/forfeit the cash deposit. In addition, MMTC will have right to claim all losses, damages, expenses, etc. from buyers and any other appropriate action as deemed fit.

ARTICLE 8 : COMMERCIAL INVOICE

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

ARTICLE 9 : INSURANCE

To be covered by buyer from the time of loading of containers on board the vessel.

ARTICLE 10 : DELIVERY

Each shipment shall be deemed as delivered when the containers have been loaded on the vessel.

ARTICLE 11 : SHIPMENT PERIOD

June, 2019

ARTICLE 12 : PORT OF SHIPMENT

Visakhapatnam Port (India)

ARTICLE 13 : DESTINATION

_____ Port (as per buyer declaration)

ARTICLE 14: TITLE AND RISKS

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

ARTILCE 15 : NOTIFICATION OF ARRIVAL

Buyer shall advise seller at least 7 (seven) days in advance, estimated voyage number and Eta of the vessel at loading port with cut off time and date for stuffed containers to be handed over to vessel agent at Visakhapatnam port.

ARTICLE 16: ALLOCATION OF VESSEL

- a. The vessels to carry the containers under the contract shall be allocated by the Buyer to the Seller.
- b. The buyer shall advise the seller the name of the vessel , the quantity to be loaded with allowance of 10 (ten) percent more or less and date of arrival of the vessel at Visakhapatnam port (India).
- c. If the Buyer fails to perform the contract, Buyer will make good the losses to the seller.
- d. The extra expenses, if actually incurred, resulting from the change in the shipping programme once decided shall be to the account of the party who has proposed such change.

ARTICLE 17 : LOADING TERMS

- 1) The containers to be provided by the Buyer shall have minimum 14-days detention free period and should be clean, without any contamination. Backup supplier shall be responsible for any detention and other charges beyond 14 days detention free period.

- 2) Ship owner's agent at the Load port shall be appointed by the ship owner which is to be ensured by the Buyer.
- 3) B/L quantity shall be the quantity loaded which shall be determined as per paragraph (b) of article 5.
- 4) The release instructions for the bill of lading should be arranged by the Buyer immediately after completion of loading but in any case within three (3) working days from the date of completion of loading failing which Seller reserves the right to charge interest from the Buyer at the rate of 18.5% per annum for the period from the 4th day of completion of loading and till the Bill of lading is handed over to the Seller or its authorized representative.

ARTICLE 18: MODE OF PAYMENT

The buyer shall establish an irrevocable and without recourse to drawer workable letter of credit (acceptable to MMTC) payable at sight valid for 45 days after latest date of shipment in USD in favour of the sellers/beneficiaries MMTC Limited, MMTC Bhawan, Port Area, Visakhapatnam: 530035, Andhra Pradesh, India for export from Visakhapatnam Port to cover 100% value of the cargo with tolerance for quantity and value as per contract from any of the top 50 banks (ranked on 04.02.19) by bankersalmanac.com link <http://accuity.com/resources/bank-ratings/> including their branches located anywhere or M/s. ANZ, M/s. DBS, M/s. RBS, M/s. Bank of Thailand, M/s. Standard Chartered Bank, M/s. HSBC, M/s. BN Paribas, M/s. Nova Scotia or foreign branches of India Nationalized Banks. The said letter of credit shall be established within 10 calendar days from the date of issuance of signed sale contract by MMTC to the buyer. The LC shall be advised through Bank Name : State Bank of India, Commercial Branch, # 49-29-54/8(b), Balaji Chambers, Naron Road, Dondaparthy, Visakhapatnam-530 016 Account No. : 10308090583, IFSC Code : SBIN0014407 SWIFT Code : SBININBB745 The opening bank shall also add that the telex/SWIFT is operating instrument and no further confirmation is required. The L/C shall allow negotiation of documents for 100% shipment value within 21 days after Bill of Lading date at the counter of beneficiary bank. Notice of readiness (NOR) shall be accepted only on receipt of workable L/C through SBI Visakhapatnam. The buyer shall nominate suitable vessel in such a manner so that seller shall get at least three working days prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority and payment of export duty and other statutory charges. L/C shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the buyers account. L/C shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600.

In case L/C is got established from a bank other than those listed above, MMTC shall have the option to get the L/C confirmed and all such L/C confirmation charges shall be payable by the buyer to MMTC before filing of shipping bill.

ARTICLE 19 : DOCUMENTS

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

- 1) Commercial invoice as per the Article 8 in quadruplicate
- 2) Certificate of Analysis at loading port as per paragraph (a) of Article 5 in triplicate.
- 3) Weight certificate at loading port as per paragraph (b) of Article 5 in triplicate.

- 4) Full set of negotiable clean on board or Shipped on Board ocean bill of lading evidencing shipment.
- 5) Certificate of origin of cargo.

ARTICLE 20 : NON-DELIVERY

Notwithstanding Article 11 herein above in the event of failure to effect or to take delivery as provided in this contract due to cause(s) for which the Seller or the Buyer is responsible, the other party shall have an option either to cancel the contract in respect of the undelivered quantity or accept or supply it in the manner to be mutually agreed upon.

ARTICLE 21: DEFAULT

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

ARTICLE 22 : 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 23 : 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 New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the work order.

ARTICLE 24 : VALIDATION

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

ARTICLE 25: SPECIAL CLAUSE

It is expressly understood and agreed by and between the Buyer and the Seller that MMTC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into contract solely on its own behalf under the applicable laws of India and general principles of contract law. The Buyers expressly agreed, acknowledges and understands that MMTC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly Buyer hereby expressly waives releases and foregoes any and all actions or claims including cross claims, implored claims or counter claims against the Government of India arising out of this contract and covenant not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising out of or under this agreement. MMTC is entering into this contract on the basis of back-to-back supplies by M/S Tata Steel Ltd, Tata Centre, 43, JLN Road, Kolkata. All responsibility of quality/quantity as well as performance of this contract is to the account of M/S Tata Steel Ltd, Tata Centre, 43, JLN Road, Kolkata. MMTC shall in no way be responsible for any claims/damages of Buyer for any reasons whatsoever.

ARTICLE 26: 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 27. FRAUD PREVENTION

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

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of MMTC during the execution of contract and in any other transaction with MMTC.

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

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

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

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

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

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

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

ARTICLE 28. HOLIDAY LISTING POLICY

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

ARTICLE 29: 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 _____ **2019** are retaining one (1) copy each.

BUYER

SELLER

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

PERFORMANCE BANK GUARANTEE PROFORMA

Bank Guarantee No. _____ dated _____

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

To

M/s MMTC Limited

Core 1, SCOPE Complex

7 Institutional Area

Lodhi Road

New Delhi 110003 (INDIA)

Dear Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi -110 003 India and one of its office at _____ (hereinafter called "the MMTC) have entered into Contract No. _____ dated _____ (hereinafter called 'the CONTRACT') for _____ with _____ M/s. _____ (name) address _____, (hereinafter called the 'XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of US Dollars _____.
- 3) AND WHEREAS at the request of the 'XX', we _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of US Dollars _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
- 4) We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of US Dollars _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars _____ . Our Guarantee shall remain in force until _____ (date).
- 6) All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder unless a claim under the Guarantee is made on our Bank in writing on or before _____ (expiry date).
- 7) Your Letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or

extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s 'XX'.

- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of US Dollars _____ only by MMTC.
- 11) We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
- 12) This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.
- 14) It is certified that capital adequacy ratio of.....(name of the bank) is not less than 9% and net-worth of.....(name of the bank) is not less than Rs. 500 crores.
- 15) BG shall be issued through SFMS. Detail of MMTC's Banker :

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

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2019

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

<u>PERFORMANCE BANK GUARANTEE</u>		
With validity upto	:	31.08. 2019