



MMTC Limited,

NIC Building (4th floor),

8 India Exchange Place, Kolkata – 700 001

www.mmtclimited.com

GLOBAL NOTICE INVITING TENDER

TENDER NO.MMTC/MIN./2014-15/LIMESTONE/ 002 DATED: <u>28TH JAN</u> 2015

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

MMTC invites Global Tender from overseas suppliers for Import of 30,000 MT or 50,000 MT(+/-10%) Low Silica Limestone for supply to a Steel Plant in Odisha, India during March-April 2015. The last date of submission of tender is at 1400 hrs 18th February 2015.

The complete details of the tender are available at MMTC's website www.mmtclimited.com and at www.eprocure.gov.in.

Additional General Manager (Minerals)

Dear Sir,

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

Established in 1963, MMTC Limited, a Government of India Enterprise is a leading international trading company with annual turnover of over US\$ 5.0 billion during 2012-13. It is engaged in the field of international trading of minerals, agro products, precious metals, non-ferrous metals, coal & hydrocarbon, fertilizers etc. MMTC is one of the major global players in the minerals trade and is the single largest exporter of minerals from India. For Further details please visit our website at www.mmtclimited.com

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

MMTC (Purchaser) invites offers in two bids system for import of OPTION 1) 30,000 MT and /or OPTION 2 : 50,000 MT (+/-10%) of Low Silica Limestone from Overseas Producers/ Overseas Suppliers / Traders at Paradip Port, India, for supply to NINL plant (ACTUAL USER) at Duburi, Odisha. The bidders are requested to submit their offers as per the tender documents. The last date of submission of tender is at 1400 hrs IST on 18th February 2015.

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

The bidders shall submit their Technical bids alongwith supporting documents and the Price Bid in sealed envelopes in the tender box.

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

Please send your Technical bid addressed to Shri A. Hembram, Additional General Manager, Minerals Division at the below mentioned address to reach latest by 1400 hrs on 18th February 2015.

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

THANKING YOU,

(A. HEMBRAM)
ADDITIONAL GENERAL MANAGER (MINERALS)

SECTION I

- 1) **COMMODITY** Limestone (Low Silica)
- 2) **QUANTITY** : **Option 1:** 30,000MT (+/-10%)
Option 2: 50,000 MT (+/-10%) at buyer's option.
Partial Shipment or Bid offering partial quantity shall be rejected.
- 3) **SPECIFICATIONS** : CaO : 53% Min
SiO₂ : 0.5% Max;
Al₂O₃ : 0.3% max;
MgO : 1.5% max
Size : 30 – 60 mm,
Tolerance on size:
-(Minus) 30 mm : (3% Max),
+(Plus) 60mm : (2% Max)
(For detail Chemical & Physical specifications please see at **Annexure I**)
- 4) **ORIGIN** : Overseas
- 5) **PORT OF DISCHARGE** : Either Paradeep, India or Paradeep & Haldia (2 Port)
- 6) **PORT OF SHIPMENT** : **Any** main port of country of origin
- 7) **DELIVERY PERIOD** : **MARCH- APRIL 2015**

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 (other than Gramin Bank, Co-operative Bank, Nainital Bank and Dhanalakshmi Bank) at Kolkata 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 & confirmation of PBG. Bidders shall submit copy of BG alongwith technical bid. Bidders shall instruct the BG issuing bank to send the original BG directly to MMTC Kolkata before the due date. The EMD BG shall be kept valid till 31st March 2015.

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

9) **PERFORMANCE GUARANTEE:**

THE PURCHASER shall issue a Letter of Intent (LOI) to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per the prescribed format at **Appendix-II**) for an

amount USD 30,000 (USD Thirty Thousands Only). The Seller shall establish the Performance Guarantee (PG) within 15 days of the issue of the Purchase Order. The Seller shall forward to purchaser duly signed and stamped contract for signature by the Purchaser. The performance Bank guarantee as per our pro-forma shall reach the purchaser within 10 working days from the date of issue of signed contract. PBG shall be issued by any scheduled commercial bank in India (other than Gramin Bank, Co-operative Bank, Nainital Bank and Dhanalakshmi Bank) Kolkata Branch. The PG Bond shall be kept valid till 30th June 2015. Non-performance of the contract within the stipulated period will be construed as a failure and the P.G. can be invoked.

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

The Performance Guarantee Deposit / Bond shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the supplier and the Purchaser under the terms & conditions of the purchase order. The Supplier is to be entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specification and all other Documents referred in NIT.

The Performance Guarantee Bond shall be kept valid and in full force and effect for a period of three months from the date of scheduled shipment.

Performance Guarantee Bond shall be released after three months from the date of receipt of consignment or one month after consumption of the total material supplied, subject to clearance from user department, whichever is earlier, under the purchase order and settlement of claims on account of demurrage / dispatch relating to load port (in case of FOB shipment) and disport (in case of CIF shipment) for all shipments on account of overloading / demurrage in case of last dispatch under the order.

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

10) CATEGORIES OF BIDDERS:

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

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

Established Overseas LIME STONE Suppliers/ traders of bulk minerals 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) or having contract with Mineowner, 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 AND SUPPORTING DOCUMENTS:

A) Eligibility Criteria

- i) The Minimum turn-over of the Bidder shall be at least US\$ 5 million in any last three financial years and Minimum net worth on reporting last 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. Such rating shall be satisfactory or better and the report shall be dated on or after 31st March 2014.
- iv) The Bidder shall submit EMD for USD 5,000 (US Dollars fivethousand only) in the form of a Bank Guarantee as per MMTC's standard proforma (**Appendix-I**). Bidders shall submit a copy of BG alongwith tender documents and the bidder shall instruct their BG issuing bank to forward the original BG directly to MMTC Kolkata.
- v) Bidder shall submit a satisfactory Bank Reference Report issued on or after 31st Dec 2014.
- vi) In case of trader, an authorization letter to submit bid on behalf of mineowner or an Sale-Purchase agreement between them shall have to be submitted or Letter of Authority from established Low Silica Limestone producer (mine-owner) as per proforma at **Appendix-III**.
- vii) Bidder shall furnish an Undertaking on Performance Guarantee as per proforma at **Appendix-IV**.
- viii) The bidder is required to enter into an "Integrity Pact" with the Principal i.e. MMTC. The Integrity Pact (as detailed at Section –II: Appendix - IX) has to be signed by the Proprietor / Owner / Partner / Director or by their duly Authorized signatory. In case of failure to return the Integrity Pact along with the offer / bid, duly signed by the authority as mentioned above, will disqualify the offer / bid.
- ix) MTPL, Singapore being a subsidiary of MMTC shall be exempted from submission of EMD and Performance Bank Guarantee.

B) The Bidder shall fulfill all the above conditions and submit supporting documents thereof:-

Company Profile furnishing information / data / documents / printed and illustrated literatures / brochures covering the following aspects:-

- a) Detailed information of the Lime Stone Producer (Mine owner)
- b) Country of origin of Limestone indicating the actual geographical location of the Low Silica Limestone Mine(s).
- c) Name(s) and Location of the Limestone mine(s).
- d) Production capacity of Limestone Mines and average annual production of Low Silica Limestone for the last three years.
- e) Exports of Limestone during the last three years from the mine from which Low Silica Limestone is offered.
- f) List of actual users (Integrated Steel plant) (with complete postal addresses) to whom seller has supplied Minerals, in any of the last 3 (Three) years.
- g) Authorization for the person signing the tender as per proforma at **Appendix-V**.

(Bidder's certificates for Sl. No. **11 (B) (a) to 11 (B) (g)** are acceptable)

All documents must be in English.

12) PRICE TERMS :

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

- i) IN USD ON THE BASIS OF FOB (TRIMMED) PORT(S) OF LOADING and
- ii) IN USD ON THE BASIS OF CIF (FO) PARADIP (FOB Price plus Freight – both are to be indicated separately)
- iii) Three separate price bids has to be submitted as per following
 - A) 30,000 MT (+/- 10%) FOR PARADEEP PORT & 20,000 MT (+/- 10%) HALDIA
 - B) 30,000 MT (+/- 10%) FOR PARADEEP PORT ONLY
 - C) 50,000 MT (+/- 10%) FOR PARADEEP PORT ONLY

Bidders will have to submit bids for all the above options compulsorily as per price bid format. mmtc will decide on one of the above options and the final L1 price shall be decided by reverse auction.

13) STATEMENT OF DEVIATIONS:

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

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

14) SAMPLING AND ANALYSIS:

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

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

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

a) LOAD PORT ANALYSIS:

i) The SELLER shall furnish to the PURCHASER the certificate of Sampling and Analysis issued by the independent inspection agency at the load port indicating

(a) CaO (b) MgO (c) SiO₂(d) Al₂O₃ (e) Fe₂O₃ (f) Phosphorus (g) Sulphur

(h) Moisture (i) Size 30 – 60 mm, -15 mm, +60 to 65 mm & +65 mm (j) Shatter Index (+10mm) (k) Tumbler Index (+6.3 mm) and (l) Decrepitation Index (-15 mm).

ii) The certificate of Sampling and Analysis shall be prepared in 8 (eight) copies of which 6 (six) copies shall be airmailed by the SELLER to the PURCHASER within 7 (seven) days from the date of Bill of Lading in respect of each shipment and the remaining 2 (two) copies shall be submitted by the SELLER along with other shipping Documents for payment purpose.

MATERIAL shall not be delivered if the load port analysis by the above inspection agency exceeds the absolute limits stipulated in Technical Specification. Any breach of this provision may result in the termination of the contract.

The result of analysis of the MATERIAL carried out by the approved independent inspection agency at load port, shall form the basis of the SELLER's invoice for release of 80% FOB (T) /CIF(FO) value of the shipment.

For any deviations, in the Certificate to Sampling and Analysis (referred under this clause) from those laid down in Annexure-I, the SELLER shall allow rebate(s)/diminution in price in his invoice(s) covering the delivery of the MATERIAL in the consignment where such deviations are noticed, as specified in this Notice Inviting Tender.

iii) In case of material being supplied exceeding the absolute limits of SiO₂/Size (30 – 60 mm, -15 mm, +60 to 65 mm & + 65 mm) as per discharge port joint sampling and analysis and in such event if only US\$1.00 per Ton FOB (T) / CIF (FO) price is payable to the SELLER as per rebate/diminution & penalty provisions , but payment was made at higher rate based on loadport analysis, the SELLER shall immediately refund the additional amount paid in excess of the amount admissible for the MATERIAL and the freight paid by the purchaser (Freight to be paid to the SELLER under CIF option or to the vessel owner in case of FOB option). This material shall be the property of the PURCHASER and will not be returned. The SELLER shall have no claim on this material.

iv) No bonus / increment will however be applicable for improvement in specification observed over the values offered and guaranteed by the SELLER under Col. No. 3 of Annexure – I to this NIT.

b) DISCHARGE PORT ANALYSIS:

i) The PURCHASER and the SELLER shall, at their respective expenses, appoint their respective independent inspection agencies at the disport, to carry out at the disport, the joint sampling and analysis of the MATERIAL delivered in each consignment, in lots of 4,000 tonnes in accordance with the relevant Indian Standard Specification (IS Specification).

ii) The certificate of Joint Sampling and Analysis issued by the independent inspection agencies appointed at the disport should indicate the following:

(a) CaO, (b) MgO, (c) SiO₂, (d) Al₂O₃,(e) Fe₂O₃ (F) Phosphorus, (g) Sulphur, (h) Moisture, (i)Size : 30 – 60 mm, -15 mm, +60 to 65 mm & + 65 mm (j)Shatter Index (+10 mm), (k) Tumbler Index (+6.3 mm), (l) Decrepitation Index (-15 mm).

The results of analysis of the MATERIAL carried out jointly by the independent inspection agencies appointed by the PURCHASER and the SELLER at disport, shall be final and binding on both the parties for all parameters. In case of variations between loadport and discharge port result, the seller/producer and purchaser shall settle the variations amicably. In case the issue is not settled then parties shall refer for umpire analysis.

The disport joint sampling and analysis shall form the basis for release of the balance 20% FOB (T)/CIF(FO) value of the shipment after making necessary adjustments towards rebate(s) / diminution for SiO₂, 30 – 60 mm size and -15 mm size fraction as below in case of deviation from loadport analysis. In parameters such as chemical (other than SiO₂), Tumbler Index, Shatter Index and Decripitation Index, Clause - 16.0 below will be applicable.

c) LIST OF INDEPENDENT INSPECTION AGENCIES:

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

15) CHARGEABLE WEIGHT :

The SELLER shall, at his cost, determine the weight of the MATERIAL delivered at the port of loading by means of draught survey which shall be conducted by the independent inspection agency at the loadport, appointed by the SELLER and approved by the PURCHASER (through approved licensed marine surveyors) who shall issue the Certificate of Load port Draught Survey Weight.

The PURCHASEER may, at his own cost, determine the weight of the MATERIAL delivered in each consignment at the destination port by means of draught survey which shall be conducted by the Independent Inspection Agency (through approved marine surveyors) appointed by the PURCHASER. The SELLER may, at his option and at his own expense, depute his representative to be present at the time of determination of the Destination Port Draught Survey Weight.

If the variation between the Loadport Draught Survey weight and the Discharge Port Draught Survey Weight is more / less than 2% (two percent) of the Loadport Draught Survey Weight, the matter shall be jointly investigated by representatives of both the PURCHASER and the SELLER and the affected party shall be compensated accordingly. In case SELLER do not come forward for Joint investigation or in case the Joint investigation does not yield a mutually acceptable result, then the weight at disport shall be final and binding on both parties for all purposes.

16) QUALITY AND WEIGHT VARIATIONS MATERIAL DIFFERENCES:

16.1. If at any time during the currency of the contract, there are significant variations between weight and the quality of the MATERIAL stipulated in Annexure – I of NIT and analysis at the PURCHASER's end, the PURCHASER and the SELLER shall meet within a specific time frame of three of four (3/4) weeks from the date of intimation of such discrepancies by the PURCHASER to the SELLER, the investigate the reasons for such discrepancies and to arrive at a mutually agreeable settlement of issues as may have arisen out of the discrepancies.

16.2. If no agreeable solutions envisaged in Para – 16.1 above is arrived at, the decision of the PURCHASER shall be final. Therefore, utmost precaution shall be exercised by the SELLER at the time of shipment of each consignment to ensure that the specification stipulated under Annexure – I to tender are strictly complied with.

17) REBATE / DIMINUTION BEYOND GUARANTEED VALUE:

17.1. DESIRED SPECIFICATION AND ABSOLUTE LIMITS: The desired specification stipulated under Column No. 3 of the Technical Specification vide Annexure – I to this NIT should be carefully noted.

17.2. Rebate(s): The supplies should be as per specification guaranteed in the Tender under Column No. 3 of the specification (Annexure-I). For the deviations from guaranteed specification in respect of SiO₂ subject to the absolute limits stipulated under Column No.4 Of specification, the SELLER shall allow the following rebate(s) / diminution on ordered price (FOB, as applicable to the shipment) to the PURCHASER:

17.3. Deviation in SiO₂ i.e. for every 0.1% increase (fractions prorate) from 0.5% @ 5.0% of FOB rate up to 1.0% Silica as specified in the table below. The material beyond absolute limits will be paid at USD 1.00/MT CIF.

Sl. No.	Technical Particulars	Basis for application of Rebate / Diminution in price in respect of each shipment	Rebate / Diminution in price which will be allowed by the SELLER to PURCHASER per Metric ton for the total quantity of the shipment.
i)		Where the SiO ₂ content does not exceed 0.50%	NIL
ii)	SiO ₂	Where the SiO ₂ content exceeds 0.50% but does not exceed 1.0%	For every 0.1% increase (fractions prorate) exceeding 0.50% and upto 1.0%, rebate in price @ 5.0% of FOB (T) price of material.

Illustration for SiO₂ rebate: If SiO₂ : 0.85%, Guaranteed: 0.50%

Rebate : Deviation = 0.35% increase.

$$(0.35/0.1) * 5.0 = 17.5\% \text{ of FOB (T)}$$

17.4. Material shall not be delivered if SiO₂ exceeds, as per the loadport analysis the absolute limits stipulated in Technical specification. If, as per discharge port joint sampling and analysis, SiO₂ is in excess of 1.0%, the material will be accepted but a price of only US\$ 1.00 (US Dollar one only) per Metric Ton CIF shall be payable for the total quantity delivered in the shipment.

17.5. Material shall not be delivered if the size fractions, as per loadport analysis do not confirm to the absolute limits stipulated in Technical specification. If, as per discharge port joint sampling and analysis, the size 30 to 60 mm, - 15 mm, + 60 to 65 mm and + 65 mm do not satisfy the desired / absolute limits as given below:

No.	Sl.	Technical Particulars	SPECIFICATION	
			Desired Limits	Absolute Limits
1	2		3	4
1		Size: 30 to 60 mm, -15 mm, +60 to 65 mm, +65 mm	92% Min. 3% Max. Nil. Nil.	90% Min. 3% Max. 2% Max. Nil.

The SELLER shall concede the following penalty and make necessary adjustments in the invoices while claiming the balance 20% FOB(T) / CIF price of the material.

17.6. Penalty for size fractions: If as per discharge port joint sampling and analysis,

- i) The 30 to 60 mm size is less than 90% and the -15 mm size fraction is within 3%, the material will be accepted but a FOB (T) / CIF price of only \$ 1.00/T will be paid for the quantity which is outside the absolute limits.
- ii) The -15 mm size fractions in the shipment exceed 3%, the material will be accepted but a FOB (T) / CIF price of only \$ 1.00/T will be paid for the quantity which is outside the absolute limits, even if the 30 to 60 mm satisfies the absolute limit of 90%.
- iii) If the 30 to 60 mm size is less than 90% and the -15 mm size is more than 3%, the material will be accepted but a FOB (T) / CIF price of only \$ 1.00/T will be paid for the quantity which falls outside the absolute limits in respect of 30 to 60 mm and -15 mm size.

- iv) If + 60 to 65 mm size material is received as per the discharge port analysis, material shall be accepted at a price of US\$ 1.00/MT, which shall be restricted to only 2% of the quantity only. For quantities beyond 2%, no payment shall be made.

No payment shall be made for +65 mm size material.

Illustration for size fractions penalty:

Assumptions: Shipment size – 30,000 MT FOB (T) price US\$ 8.00/MT.

Situation (i): As per discharge port joint sampling and analysis, the size 30 to 60 mm is 89% and – 15mm size fractions is 2.5%. The 30 to 60 mm is outside the absolute limit by 1% i.e. 300 MT (1% of 30,000), the -15 mm size fractions is within the absolute limit

Payment due to the party:

300 MT	@ FOB (T) price of \$ 1.00/MT	=	\$	300.00
29700 MT	@ FOB (T) price of \$ 8.00/MT	=	\$	237,600.00
	Total	=	\$	237,900.00

Situation (ii):As per discharge port joint sampling and analysis, the size 30 to 60 mm is 91% and -15 mm size fractions is 4.5%. The 30 to 60 mm is within the absolute limit and the -15 mm size fractions is outside the absolute limit by 1.5% i.e. 450 MT (1.5% of 30,000).

Payment due to the party is:

450 MT	@ FOB (T) price of \$ 1.00/MT	=	\$	450.00
29550 MT	@ FOB (T) price of \$ 8.00/MT	=	\$	236,400.00
	Total	=	\$	236,850.00

Situation (iii): As per discharge port joint sampling and analysis, the size 30 to 60 mm is 89% and -15 mm size fractions is 4.5%. The 30 to 60 mm is outside the absolute limit by 1% i.e. 300 MT (1% of 30,000), the -15 mm size fractions is outside the absolute limit by 1.5% i.e. 450 MT (1.5% of 30,000), the quantity which is outside the absolute is 750 MT.

Payment due to the party is:

750 MT	@ FOB (T) price of \$ 1.00/MT	=	\$	750.00
29250 MT	@ FOB (T) price of \$ 8.00/MT	=	\$	234,000.00
	Total	=	\$	234,750.00

Situation (iv): As per discharge port joint sampling and analysis, the size 30 to 60 mm is 91%, + 60 to 65 mm is 3.5%, + 65 mm is 1.5% and -15 mm size fractions is 2.0%. The 30 to 60 mm is within the absolute limit, the +60 to 65 mm is above 2% hence payment with penalty to be restricted to 2% (2.0% of 30,000 MT = 600 MT) and no payment to be made for quantity beyond 2.0% (i.e. 1.5% of 30,000 MT = 450 MT), +65 mm size material is 1.5% (1.5% of 30,000 T = 450 T) and hence no payment to be made for this quantity, -15 mm size

fractions is within the absolute limit. The quantity which is outside the absolute limit is 1500 MT out of which payment to be made with penalty for a quantity of 600 T and no payment to be made for 900MT.

Payment due to the party:

900 MT	@ Nil payment	=	\$	0.00
600 MT	@ FOB (T) price of \$ 1.00/MT	=	\$	600.00
28500 MT	@ FOB(T) price of \$ 8.00/MT	=	\$	228,000.00
	Total	=	\$	228,600.00

18) TERMS OF DELIVERY:

- 18.1.** The period of delivery is the essence of this NIT. The date of the Bill of Lading shall be the date of delivery in respect of the consignment. Immediately after signing of contract/placement of order and submission of Performance Guarantee Bond, in case of FOB (T) Agreements, the PURCHASER shall arrange for chartering suitable vessels for taking delivery of the MATERIAL on the basis of FOB (TRIMMED) port of Loading.
- 18.2.** The Seller shall arrange for shipment of full quantity cargo within 30 days from the opening of Letter of Credit by the Buyer.
- 18.3.** In case of CIF (FO) Agreement, the SELLER shall charter suitable vessel and ship the shipment within the dates indicated in the Purchase Order.
- 18.4.** The SELLER shall take necessary steps to ensure that sufficient quantity of the MATERIAL is ready for delivery at the loadport(s) as to enable the nominated vessel to off-take the ordered quantity within the delivery period.
- 18.5.** The PURCHASER shall endeavor to nominate vessels as per the delivery period the SELLER may however, accept vessels with minor changes in lay days and quantities.
- 18.6.** For any delay in clearance at the port of destination on account of non-supply of shipping Documents in time and / or due to faulty Documents, the SELLER would be held responsible for any demurrage etc., which the PURCHASER may become liable to pay to the authorities at the discharge port in India.
- 18.7.** After nomination of the vessel by the PURCHASER as stated at **18.2** above and the SELLER fails to provide the same and thereupon the PURCHASER is called upon to pay the dead freight and any other charges the same shall be to the account of the SELLER.

19) SHIPPING TERMS:

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

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

20) PAYMENT TERMS :

20.1. The PURCHASER shall establish letter(s) of Credit, after receipt of requisite Performance Guarantee Bond, covering the value of the quantity of MATERIAL of the shipment in case of supplies on FOB terms and value of the quantity of MATERIAL including freight in case of supplies on CIF terms. Such Letter of Credit shall be valid for a period of 30 days from the date of opening of LC and 15 days for negotiation from date of Bill of Lading.

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

20.2. Payment of 80% FOB (T) value of the shipment, shall be made by the PURCHASER as per loadport analysis and balance 20% FOB (T) cost shall be made as per disport joint sampling and analysis after making necessary adjustments for rebates/ diminution and penalty. Disport joint sampling and analysis shall be final and binding for all parameters indicated in Technical specification (Annexure-I). In the case of supplies on CIF terms, 100% of freight shall be made by the PURCHASER along with the initial payment of 80% FOB (T) value of the MATERIAL.

20.3. Payment through irrevocable L/C on presentation of the specified Documents as may be mentioned in the Letter of Credit at (counters of negotiating Bank).

20.4. Letter(s) of Credit established by the PURCHASER in favour of the SELLER for payment of the value of the shipment as mentioned at **20.2** and **20.3** above, on presentation of the following Documents by the SELLER to the negotiating bank.

20.5. Three sets of original clean on Board Bill(s) of Lading.

20.6. On FOB terms – Charter Party Bill(s) of lading marked “freight to be paid as per Charter Party” will be acceptable.

20.7. For CIF Shipments – Bill of Lading should be marked “freight prepaid”.

20.8. Signed Commercial Invoices for material value containing the reference of the order in quadruplicate certifying that the MATERIAL shipped are strictly in conformity of order. Such invoices shall also carry necessary adjustment for deviation in quality at load port as per the Rebates / Penalty indicated at **Clause 17** above along with

- 20.8.1.** Signed Commercial Invoices for MATERIAL.
- 20.8.2.** Certificate of Sampling and Analysis issued by the independent inspection agency at loadport – in duplicate. Payment will not be released if, the analysis result of any of the Parameters exceeds the absolute maximum / absolute minimum tolerance limit stipulated under column 4 of Technical specification at Annexure – I.
- 20.8.3.** Certificate of origin issued by Chamber of Commerce or a similar authority /agency in duplicate.
- 20.8.4.** Loadport Draught Survey Weight Certificate issued by the independent inspection agency at load port – in duplicate.
- 20.8.5.** SELLER's Certificate – in quadruplicate, confirming that (a) one negotiable copy of the Bill of Lading alongwith four non-negotiable copies of Bill of Lading, (b) two non-negotiable copies of commercial invoice (c) six copies of the Certificate of Sampling and Analysis at loadport (d) two copies of Certificate of Origin (e) two copies of Loadport Draught Survey Weight Certificate and (f) Copy of SELLER's Fax advice of shipment to the PURCHASER and insurance Company referred herein above, have been airmailed/sent through Courier Service direct to the PURCHASER within seven days from the date of Bill(s) of lading.
- 20.8.6.** Copy of SELLER's Fax advice of shipment to the PURCHASER– in quadruplicate.
- 20.8.7.** In case of CIF shipment, following two additional documents shall be provided by Seller
- 20.8.7.1.** A copy of the vessel acceptance issued by the Purchaser.
- 20.8.7.2.** A copy of Certificate of Insurance.
- 20.9.** Within 7 (seven) days from the date of Bill of Lading, the SELLER shall airmail / send through Courier Services directly to the PURCHASER, the following Documents in respect of each shipment:
- 20.9.1.** Two negotiable copies of Bill of Lading alongwith four non-negotiable copies.
- 20.9.2.** Two non-negotiable copies of Commercial Invoice.

20.9.3. Six copies of the Certificate of Sampling and Analysis of loadport.

20.9.4. Two copies of Certificate of Origin.

20.9.5. Two copies of Load port Draught Survey Weight Certificate.

20.9.6. Copy of SELLER's Fax advice of shipment to the PURCHASER..

20.9.7. In case of CIF shipment, two copies of Certificate of Insurance.

21) PREPARATION OF BIDS:

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

A) Techno-commercial bid (PART A)

B) Price Bid (PART B)

TECHNICAL BID (PART A) AND PRICE BID (PART B) TO BE SUBMITTED IN A SEALED ENVELOPE (DROPPED IN TENDER BOX) AT MMTC LTD. KOLKATA NIC BUILDING (4TH FLOOR), 8, INDIA EXCHANGE PLACE, KOLKATA – 700001.

PART A AND PART B ARE TO BE PLACED IN TWO SEPARATE ENVELOPES (MARKED PART A & PART B SEPARATELY) AND PLACED IN A 3RD ENVELOPE MENTIONING TENDER NO. & ITEM.

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

The bidder shall submit the hard copy of Technical Bid and original Bid Bond only so as to reach AGM, MMTC Limited, NIC Building (4th floor), 8 India Exchange Place, Kolkata-700001 on or before 1400 hours IST on 18th February 2015. The Technical Bid documents / Annexures, to be couriered to AGM, Minerals, MMTC Kolkata / dropped and should be received at Kolkata prior to tender opening date and time.

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 three years.
- e) Exports of Limestone during the last three years from the mine from which Low Silica Limestone is offered.
- f) List of actual users (Integrated Steel plant) (with complete postal addresses) to whom seller has supplied maximum in any of the last 3 (Three) years. Copy of Buyer's invoice may be attached.

(Bidder's certificates for Sl. No. 21 (i) (a) to 21(i) (f) are acceptable)

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

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

B) PRICE BID (Physical Form only):

The bidder shall submit price bid in Physical Form as per format enclosed at **Annexure-IV** on the basis of FOB (Trimmed) named port(s) of loading and CIF (Free out) Paradip/Haldia port. Break-up of cost & freight should be indicated separately, distinctly and invariably under

CIF (FO) quotation. In quoting the CIF(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 CIF (FO). Bidders must therefore quote both FOB (T) and CIF (FO) prices and their CIF (FO) prices should be on Paradip/Haldia port basis. MMTC shall reserve the right to import the cargo on FOB or CIF (FO) basis. Purchase on CIF (FO) basis shall be only on receipt of 'No Objection Certificate' from Transchart, New Delhi.

22) CRITERIA OF EVALUATION:

The techno commercial bids shall be evaluated by the purchaser in consultation with the actual user. A list of successful bidders shall be prepared who comply the terms and conditions of the tender. The price bids of techno commercial qualified bidders shall only be opened. Bids shall be evaluated based on CIF price in USD PMT, Paradip port. For FOB offer, the ocean freight shall be added to arrive at CIF price. Bidder shall quote for a minimum quantity of 30,000 MT (+/- 10%) (Shipping tolerance).

The bidder is specifically requested to note MMTC's guaranteed specifications as stipulated of technical specifications as per proforma at **Annexure-I**. In respect of variations in specifications in the offers and consequent supplies (if materialized) outside the guaranteed specifications but within the absolute maximum/minimum of technical specifications would be financially evaluated as per the price adjustments as indicated in **Clause 17**.

23) VALIDITY OF OFFER:

Each Bidder shall keep his offer firm and valid for acceptance by MMTC for 45 days from the date of closing of tender.

24) INSURANCE:

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

In case of CIF shipment, the SELLER shall arrange for Marine Insurance cover with ICC Clause A for the entire material.

25) 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.

26) TAXES & DUTIES:

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

27) EXPORT LICENCE :

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

28) RISK PURCHASE :

In case the SELLER fails to provide the materials for delivery by the time agreed upon in the contract 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.

29) LIQUIDATED DAMAGES :

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

30) 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. 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.

31) DUE DATES

Submission of Techno commercials Bids and Price Bids : **18th February 2015 by 14.00 hrs IST**

Opening of Techno commercial on or after : **18th February 2015 by 16.00 hrs IST**
Opening of Price Bid on or after : **18th February 2015 by 16.30 hrs IST**

The price bids of technically successful bidders only shall be opened on 16:30 hours IST on or after **18th February 2015**.

32) MODE OF SUBMISSION OF TENDER

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

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

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

TECHNICAL BID (PART A) AND PRICE BID (PART B) TO BE SUBMITTED IN A SEALED ENVELOPE (DROPPED IN TENDER BOX) AT MMTC LTD. KOLKATA NIC BUILDING (4TH FLOOR), 8, INDIA EXCHANGE PLACE, KOLKATA – 700001.

PART A AND PART B ARE TO BE PLACED IN TWO SEPARATE ENVELOPES (MARKED PART A & PART B SEPARATELY) AND PLACED IN A 3RD ENVELOPE MENTIONING TENDER NO. & ITEM.

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

The bidder shall submit the hard copy of Technical Bid and original Bid Bond only so as to reach G.M MMTC Limited, NIC Building (4th floor), 8 India Exchange Place, Kolkata-700001 on or before 1400 hours IST on 18th February 2015. The Technical Bid documents / Annexures, to be couriered to AGM, MMTC Kolkata / dropped and should be received at Kolkata prior to tender opening date.

33.1. Part – A: Techno commercial : (Physical Form only)

The techno commercial bid documents are required to be submitted physically in sealed envelopes to be dropped in tender box, by due date and time so as to reach **Additional General Manager, Mineral Division, MMTC Ltd., 4th Floor, NIC Building, 8, India Exchange Place, Kolkata - 700 001**.

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

33.2. PART-B: PRICE BID: (Physical Form only)

The bidders shall submit their price bids in Physical Form. The bidder shall submit price bids in FOB and CIF basis separately confirming validity of offer as per tender in the price bid format.

Price bid of only those bidders, who qualify in technical bid, shall be considered for evaluation. Price bids of only successful bidder (Techno commercial) will be opened as per

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

34) GENERAL CONDITIONS

- 34.1.** The supplies of the MATERIALS shall be as per the guaranteed specifications. However, for any deviations in exceptional cases, in the Certificate of Sampling and Analysis at the Discharge Port, referred to in hereinabove, from the quality specifications laid down, the SELLER shall allow price adjustments (as per Clause 17) in his invoice covering the delivery of the MATERIALS in the consignment where such deviations are noticed.
- 34.2.** 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.
- 34.3.** Subject to the term and conditions set out herein, purchase shall be made to the lowest bidder (L1). Buyer reserves the right to modify and amend the terms & conditions and announce the same at any time before the e-tender concludes. Announcements during the e-tender on the website and/or by facts including announcement of any additional conditions or correction in the catalogue and/or additions or deletions of items being offered for purchase are binding on the bidder.
- 34.4.** 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.
- 34.5.** EMD of the unsuccessful bidder will be returned back and for the successful bidders it will be retained and returned after receipt & confirmation of PBG.
- 34.6.** Participation and bidding in this tender shall be treated as conclusive evidence of the fact that bidder has understood the terms and conditions of tender. The imported cargo shall be procured for use of Steel Plant and all terms & conditions shall be on back to back basis with the actual user. The actual user shall consume the imported lime stone in its steel plant for SMS operation. In case of any dispute quality, quantity or any other claim, the actual user shall intimate MMTC and MMTC shall thereafter 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. Buyer will not entertain any complaints or objections once bid is placed.
- 34.7.** In the event of failure on account of signing of contract within 3 working calendar days from the date of issuance of contract by MMTC, the Buyer reserves the right to invoke the bank guarantee submitted by the bidder as EMD. The Buyer also reserves the right to debar such bidder from participating in any future e-tender of MMTC or any other action as deemed fit.
- 34.8.** The BG issuing bank must have a net worth of atleast Rs.500 Crore and Capital Adequacy Ratio of at least 9%. The BG shall be issued by a scheduled commercial bank excluding Gramin bank, cooperative banks, Nainital Bank and Dhanalakshmi Bank.
- 34.9.** MMTC shall have the right and authority to review / modify / amend any condition / format of this tender.
- 34.10.** After finalization of the purchase price, MMTC will arrange to send standard purchase contract to the seller for signatures.

- 34.11.** After receipt of signed contract from MMTC through fax/e-mail, the buyer will put their authorized signature with seal and send the signed contract to MMTC within three working days.
- 34.12.** If for any reason, the seller fails to send the signed contract or fails to open the requisite Performance Guarantee (BG) for appropriate value within stipulated period, MMTC reserves the right to encash the EMD available with MMTC.
- 34.13.** Notwithstanding anything specified in these tender documents, MMTC Limited at its sole discretion, unconditionally and without having to assign any reason, reserves the following rights:
- a) To accept or reject the lowest offer or any other offer or all the offers,
 - b) To accept any offer in full or in part,
 - c) To procure the tendered quantity from more than one bidder.
 - d) To reject the offers not conforming to the tender terms without further correspondence.
 - e) To reject the offer of past supplier(s) with unsatisfactory track record.
 - f) To increase the tendered quantity if suitable bids are received.

35) 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.

36) ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled

by arbitration in accordance with the rule of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The governing law shall be Indian Law and the venue of Arbitration shall be Kolkata. All suits and legal proceedings in any matter arising out of the tender shall be triable only by the appropriate civil court at Kolkata, India.

ANNEXURE-I

TECHNICAL SPECIFICATIONS FOR LOW SILICA LIMESTONE

LOADPORT:

SL. NO. (1)	TECHNICAL PARTICULARS (2)	SPECIFICATIONS	
		Desired Limits (3)	Absolute Limits (4)
1	CHEMICAL		
	CaO	53.0% Min	53.0% Min
	MgO	1.5% Max	1.5% Max
	SiO ₂	0.5% MaX	1.0% Max
	Al ₂ O ₃	0.3% Max	0.3% Max
	Fe ₂ O ₃	0.2% Max	0.2% Max
	P	0.05% Max	0.05% Max
	S	0.025% Max	0.025% Max
	Total Moisture	0.5% Max.	0.5% Max.
2	PHYSICAL		
	Size: 30-60mm (Loadport)	100% Min.	94% Min.
3	OTHERS		
	<i>Tumbler Index(+6.3mm)</i>	<i>88% Min</i>	<i>88% Min</i>
	<i>Shatter Index(+10mm)</i>	<i>95% Min</i>	<i>95% Min</i>
	<i>Decripitation Index(-15mm)</i>	<i>3.5% Max</i>	<i>3.5% Max</i>

DISCHARGE PORT:

1	SIZE:		
	30 to 60 mm	92% Min.	90% Min.
	-15 mm	3% Max.	3% Max.
	+60 to 65 mm	NIL	2% Max
	+65 mm	NIL	NIL

SPECIAL INSTRUCTIONS:

All parameters except size 30 to 60 mm, -15 mm, +60 to 65 mm and +65mm are common for both loadport and discharge port.

N.B: No bonus/increment will however be applicable for improvement in specification observed over the values offered and guaranteed by the SELLER.

Annexure II

SHIPMENT TERMS IN RESPECT OF FOBT CONTRACTS

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

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

Annexure III

SHIPMENT TERMS IN RESPECT OF CIF CONTRACTS

1. The Sellers will arrange for chartering suitable vessels to load the agreed quantity in a ship load and the Sellers are responsible for fulfilling the conditions of the Charter Party at the loading port and the Buyers or their nominees are responsible for fulfilling the conditions of the Charter Party at the discharging port.
2. In case chartered ships are utilised, the maximum use of Indian ships shall be made by the Sellers subject to Indian vessels being available at competitive freight rates. Availability of Indian vessels shall be ascertained from the Chief Controller of chartering, Ministry of Surface Transport (CABLE ADDRESS: TRANSCART, NEW DELHI, Fax No: 91-11-23718614), sufficiently in advance. It is further agreed that specific enquiries for offer of Indian tonnage shall be replied within three clear days of receipt of enquiry by the Chief Controller of Chartering, New Delhi.
3. Vessels will be chartered for discharging at Paradip port..
4. The Master shall give 24 hours notice of ETA to MMTC Limited Kolkata, MMTC Paradip
5. A sailing intimation shall be sent by the Master to MMTC Kolkata and MMTC Paradip on vessel leaving loading port, giving sailing date, speed, commodity, total quantity loaded and estimated time of arrival at discharge port. Master shall also intimate MMTC Kolkata and MMTC Paradip, and two days after sailing from loading port, giving latest expected time of arrival at port of discharge.
6. Master shall give expected dates of arrival to MMTC Kolkata (Fax: 033 2242 1292 and email ahembram@mmtclimited.com) and MMTC Paradip (Fax No. 0674-2546847) 96/48/24 hours before vessel is due to arrive off Paradip.
7. Cost of shifting to second berth (if used) including fuel, to be for Owners account and time used in shifting not to count as laytime.
8. Vessel shall have Test Certificate covering vessel's gears in accordance with International Dock Safety Convention valid for the duration of the Charter. Vessel shall be less than 15 years age.
9. The cargo shall be discharged at the rate of 6,000 MT Per WWDSHINC and 4000 MT Per WWDSHINC at Paradip Port and Haldia Port respectively, for single decker vessel basis five workable hatches and prorata for less number of workable hatches. Time shall begin to count from 12 running hours after vessel's arrival within port limits and notice of readiness tendered and accepted during official working hours at Paradip Port reported in free pratique whether in berth or not.
10. Sundays not to count as weather working day, unless used, and when used, actual time used to count for which Buyers shall prove to Sellers the relevant certificate issued duly signed by port authorities or any other competent authority.
11. Rigging gangs employed at discharging port shall be on the Owner's/seller's account.
12. Vessel chartered shall be suitable for grab discharge and no cargo is to be loaded in twin decks, deep-tanks, wings tanks or bunker spaces or other place inaccessible to grabs. The Master shall

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

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

25. Overtime for the account of the party ordering it. Officers' and Crews' overtime to be always on Owners' account. Overtime if ordered by disport authorities to be shared equally between shipowner or sellers and Receivers.
26. Sellers shall ensure that liberties, victories and other war built vessels are avoided for the shipment of the cargo. They should also not seek vessels of more than 15 years age. In case of necessity of booking vessels older than 15 years the Sellers shall take the prior approval of the Buyers and overage insurance premium would be on Seller's account.
27. Vessels which are to be chartered by suppliers should not ordinarily exceed 130 Metres LOA and 20 Metres in beam length. Vessel should be single decker. Vessel should be suitable for grab discharge. For any relaxation of the above conditions, prior approval of buyers should be obtained.
28. Before, finally confirming the vessel, approval from MMTC will be obtained giving full details of the vessel and other relevant details as per GIC proforma for obtaining GIC approval and others like despatch/demurrage etc.
 - whether ISM regulation has been complied with and validity period
 - Name of Hull Underwriters, if vessel not insured. Reasons therefore
 - Name & full address of the Disponent owners if any
 - Name of the vessel with ex-name, if any
 - Flag Classification
 - Year Built/ GRT/NRT
 - Name of the Registered owners
 - Name of the Manager, if any
 - / Name of the P&I club of the vessel operator names above
 - Name of the Characters, if any
 - Whether voyage charter or time charter
 - Loading port/discharging port
 - Nature of cargo
 - Name & address with Tel. No. & Fax No. of the agent at loading port
 - Name of the supplier
 - On whose behalf Bill of Lading is to be signed (name of the company to be mentioned)
 - Name of the underwriters.
29. Overage insurance premium if any, due to vessel's age, class and flag shall be to suppliers account.
30. Seller shall be liable to furnishing all relevant vessel particulars to enable the buyer to obtain General Insurance Corporation (GIC) approval before the vessel is finally accepted. Any extra premium charged by the insurance company towards non-approval of vessel would be to Seller's account.
31. Vessel to consigned to receivers agents at disport for entry with port and customs. Owner paying customary agency fee.
32. All vessel related charges including composite berth hire charges to be on owners account.
33. The terms as per contract would override terms of individual charter party unless deviations are specifically accepted.

34. Vessel shall be dry & clean free patique from residue of previous cargo duly certified by a reputed recognized inspection agency.
35. Sellers shall be responsible to buyers for any/ all acts of omission and commission by or on behalf of ship owners.
36. Discharge Rate shall be 6000 MT Per WWDSHINC and 4000 MT Per WWDSHINC at Paradip Port and Haldia Port respectively, basis all hatches and all grabs Discharge rate shall be reduced proportionately.
37. In case of damage to vessel at discharge port, the seller shall settle any claim with the stevedore.
38. The SELLER shall arrange for suitable Marine Insurance cover for the entire material.
39. In case Buyer is not able to produce original Bills of Lading on arrival of the Vessel at Discgharge Port, Owner/Master to instruct their D/P agent to issue delivery order & allow discharging of cargo against ordinary Letter of indemnity issued by the Buyer.
40. Initial & Final draft survey time may be excluded from time to count at discharge port.

ANNEXURE-IV

PRICE BID

LOT 1

(30,000 MT (+/- 10%) FOR PARADEEP PORT & 20,000 MT (+/- 10%) HALDIA)

(To be filled by the suppliers in Physical Form)

1) Name of Mine/Reserves with its Location	:	_____
2) Name of Mine/Producers with Official address	:	_____
3) Quantity Offered (MT) a) 30,000 MT (+/- 10%) Paradeep Port b) 20,000 MT (+/-10%) Haldia Port		_____
4) Price (PDMT)	:	FOBT : _____ FREIGHT US\$: _____ US\$: _____

Authorized Signature with official seal

Date: _____

PRICE BID

LOT 2

(30,000 MT (+/- 10%) FOR PARADEEP PORT ONLY)

(To be filled by the suppliers in Physical Form)

5) Name of Mine/Reserves with its Location	:	_____
6) Name of Mine/Producers with Official address	:	_____
7) Quantity Offered (MT) 30,000 MT (+/- 10%) Paradeep Port		_____
8) Price (PDMT)	:	FOBT : _____ FREIGHT US\$: _____ US\$: _____

Authorized Signature with official seal

Date: _____

PRICE BID

LOT 3

(50,000 MT (+/- 10%) FOR PARADEEP PORT ONLY)

(To be filled by the suppliers in Physical Form)

9) Name of Mine/Reserves with its Location	:	_____
10) Name of Mine/Producers with Official address	:	_____
11) Quantity Offered (MT) 50,000 MT (+/- 10%) Paradeep Port		_____
12) Price (PDMT)	:	FOBT : _____ FREIGHT US\$: _____ US\$: _____

Authorized Signature with official seal

Date: _____

SECTION-II

Appendix I

PROFORMA FOR BANK GUARANTEE FOR EMD

(On a stamp paper of applicable amount to be executed by a Kolkata Branch of a Scheduled Bank other than Gramin Bank, Cooperative Bank, Nainital Bank and Dhanalakshmi Bank.)

Sub: Global tender No. _____

The Chief General Manager ,

MMTC Limited,

NIC Building, 4th Floor

8 India Exchange Place

Kolkata 700001,

Sir,

WHEREAS, MMTC LIMITED, **NIC Building, 4th Floor 8 India Exchange Place, Kolkata 700001**, (hereinafter referred to as MMTC) has invited bids vide Global E-Tender No. _____ dated _____ 2015 (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, Kolkata in the form of a Bank Guarantee of US\$ 5,000 with a validity till 31st March 2015.
2. AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, Kolkata up to and not exceeding the sum of US\$ _____ with a validity till 31st March 2015 and that the Bidder M/s. _____:-
 - a) shall keep his offer firm and valid for acceptance by MMTC as per tender against which offer is made.
 - b) Shall sign the purchase contract forwarded by MMTC within three calendar working days.
 - c) shall in the event of the offer being accepted by MMTC, bidder shall establish a performance bank guarantee as per the tender.
 - d) shall further arrange to ship the confirmed quantities as per the purchase contract as per the delivery schedule.
 - e) Any other conditions as stipulated by MMTC from time to time.
3. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, Kolkata, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of US\$ _____. This Bank further agrees that the decision of MMTC as to whether the said bidder has committed a breach of any of

the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.

4. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ 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, Kolkata across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
6. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$5,000 only.
7. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
8. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).
9. The liability of this bank shall discharge upon receipt of US\$ 5,000 only by MMTC.
10. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially up to 31st March 2015 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 : _____

Appendix-II

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

Sub: Global tender No. _____

The Chief General Manager ,

MMTC Limited,

NIC Building, 4th Floor

8 India Exchange Place, Kolkata 700001

Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi -110 003 India (hereinafter called "the MMTC) have entered into Contract No. _____ dated _____ (hereinafter called 'the CONTRACT') for _____ with M/s. _____ (name) address _____, (hereinafter called the 'XX')
- 2) AND WHEREAS the 'XX' under the CONTRACT is required to furnish a security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of US Dollars _____.
- 3) AND WHEREAS at the request of the 'XX', we _____ Bank, _____ (address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of US Dollars _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
- 4) We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of US Dollars _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Performance Bank Guarantee.
- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US Dollars _____. Our Guarantee shall remain in force until 30th June 2015.
- 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 30th June 2015.
- 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 _____ 2015

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: _____ 2015

The Chief General Manager ,

MMTC Limited,

NIC Building, 4th Floor

8 India Exchange Place

Kolkata 700001

INDIA

Dear Sir,

Sub: Global tender No. _____

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

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

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

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

Yours faithfully,

(NAME)

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

Appendix-IV

(On Company Letterhead)

Ref: Global tender No. _____

The Chief General Manager ,

MMTC Limited,

NIC Building, 4th Floor

8 India Exchange Place

Kolkata 700001

INDIA

Sub: Undertaking on Performance Bank Guarantee

Dear Sir,

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

Thanking you,

Yours faithfully,

(Authorized Signatory)

Appendix V

NAME OF THE COMPANY :

TECHNICAL SPECIFICATIONS FOR LOW SILICA LIMESTONE

LOADPORT:

SL. NO. (1)	TECHNICAL PARTICULARS (2)	SPECIFICATIONS	
		Desired Limits (3)	Absolute Limits (4)
1	CHEMICAL		
	CaO	53.0% Min	53.0% Min
	MgO	1.5% Max	1.5% Max
	SiO ₂	0.5% MaX	1.0% Max
	Al ₂ O ₃	0.3% Max	0.3% Max
	Fe ₂ O ₃	0.2% Max	0.2% Max
	P	0.05% Max	0.05% Max
	S	0.025% Max	0.025% Max
	Total Moisture	0.5% Max.	0.5% Max.
2	PHYSICAL		
	Size: 30-60mm (Loadport)	100% Min.	94% Min.
3	OTHERS		
	<i>Tumbler Index(+6.3mm)</i>	<i>88% Min</i>	<i>88% Min</i>
	<i>Shatter Index(+10mm)</i>	<i>95% Min</i>	<i>95% Min</i>
	<i>Decripitation Index(-15mm)</i>	<i>3.5% Max</i>	<i>3.5% Max</i>

DISCHARGE PORT:

1	SIZE:		
	30 to 60 mm	92% Min.	90% Min.
	-15 mm	3% Max.	3% Max.
	+60 to 65 mm	NIL	2% Max
	+65 mm	NIL	NIL

SPECIAL INSTRUCTIONS:

All parameters except size 30 to 60 mm, -15 mm, +60 to 65 mm and +65mm are common for both loadport and discharge port.

N.B: No bonus/increment will however be applicable for improvement in specification observed over the values offered and guaranteed by the SELLER.

Authorized Signature with official seal

Date: _____

Appendix VI

STATEMENT OF DEVIATION FROM SPECIFICATIONS AND BID TERMS

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

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

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

Dated -
Signature and seal of the Bidder

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

PERFORMA FOR SHIPPING/LOADING DETAILS

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

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

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

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

APPENDEX – VIII

AUTHORIZATION LETTER FOR SIGNING OF TENDER DOCUMENTS AND SUBMISSION

To,

Dated: _____ 2015

The Chief General Manager ,

MMTC Limited,

NIC Building, 4th Floor

8 India Exchange Place,

Kolkata 700001

Dear Sir,

Sub: Global tender No. _____

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

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

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

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

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

Yours faithfully,

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

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “MMTC”,

And

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

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

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

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

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

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

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

Section 1 – Commitments of MMTC

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles:
2.
 - a) No employee of MMTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
 - b) MMTC will, during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Buyer(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Buyer/Vendor/Bidder any confidential/additional information through which the Buyer/Vendor/Bidder could obtain an

- advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
- c) MMTC will exclude from the process all known prejudiced persons.
3. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

1. The Buyer(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

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

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

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

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

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, MMTC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Buyer(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to him by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CMD, MMTC, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India, and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word "IEM" would include both singular and plural.

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

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(For & on behalf of MMTC)

(Office Seal)

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

(Office Seal)

Place :

Date :

Witness 1 :

Name :

Address :

Witness 2 :

Name :

Address :

