



Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003, India
Phone #:24381513 Fax #: 0091-011 24362072-24364106

www.mmtclimited.gov.in,

GLOBAL NOTICE INVITING TENDER

MMTC/MIN/2015-16/CE/9924/Q4/11 dated 23rd March, 2016

MMTC invites Global e-tender for Export of Friable Chrome Ore of Indian Origin from interested overseas buyers. The deadline for submission of technical bid and price bid is 1100 hrs on 31.3.16.

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

Addendum/clarifications if any will be uploaded on MMTC/Govt only

ADDL. GENERAL MANAGER (MINERALS)



Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi – 110 003, India
Phone #:24381513 Fax #: 0091-011 24364105-06

www.mmtclimited.gov.in

Sub: Global e-Tender for export of Friable Chrome ore of Indian origin

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

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

MMTC is pleased to invite offer in two bid system for sale of chrome ore and chrome concentrate to interested overseas bidders. The bidders are requested to submit their offers as per the Tender documents. The last date of submission of technical bid and price bid is 1100 hrs on 31.3.16

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

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

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

The envelope containing technical bid documents may be addressed to Shri L.M.Bagga, Additional General Manager, Minerals Division at the below-mentioned address as to reach latest by **1100 hrs on 31.3.16**.

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



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SECTION I

1.0 **COMMODITY**
FRIBLE CHROME ORE

2.0 **GRADE, QUANTITY AND LOAD PORT**

S.No.	Commodity	Grade	Quantity	Port of Shipment
1	Friable Chrome Ore	50/48% (Cr : Fe ratio 2.4 : 1)	15,000 MT (+/-10%)	Paradip, India

3.0 **SHIPMENT PERIOD**

On or before 30th April, 2016

4.0 **ORIGIN**

Misrilal Mines Pvt. Ltd. (MMPL) Indian origin

5.0 **SPECIFICATIONS**

Please see details of description and specifications of Friable Chrome Ore at Annexure II

6.0 **PRICE (TO BE QUOTED IN ELECTRONIC MODE)**

The bidders shall quote Prices in USD PDMT FOB in bulk with name of load port as per 2.0 above.

Please see Price Bid format at Annexure III. The price bids shall be submitted in electronic mode only.

7.0 **BONUS/ PENALTY RATE**

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

8.0 **EARNEST MONEY DEPOSIT**

All Bidders (except MTPL Singapore which is a 100% subsidiary of MMTC) are required to submit EMD @ US\$ 9 PMT (say USD 148,500) in the form of a bank guarantee (Proforma enclosed at appendix A) through a scheduled commercial bank (other than Gramin bank, Co-operative bank, Dhanlakhmi bank and Nainital Bank) in New Delhi (or NCR), India in favour of MMTC Limited. The BG should be valid upto 31st May 2016 and claim period upto 30th June, 2016. Tender without proper EMD will not be considered. BG issuing bank should directly forward the original BG to MMTC. The bidder shall submit copy of BG along with tender documents.

OR

Bidders may remit EMD by transfer of USD 9 PMT (say USD 148,500) to the bank account of MMTC Ltd., Bhubaneshwar. Bank details are as follows:

Name : MMTC Limited
Bank : STATE BANK OF INDIA COMMERCIAL BRANCH, BHUBANESWAR
A/C No. : 10229909115
IFSC Code : SBIN0006657
TELEPHONE NO: 06742530412

09.0 SAMPLING ANALYSIS

At the time of **loading at Indian port**, M/s Mitra S.K. Pvt Ltd. shall be appointed to undertake quantity and quality analysis. Successful buyers may, at their expense, nominate their representative(s) to be present at the time of such sampling. The analysis thus determined shall be final and the basis for making out the invoice. Load port results shall be final and binding for payment.

10.0 LOADING TERMS

CQD BASIS

11.0 VALIDITY

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

12.0 ELIGIBILITY CRITERIA

Bidder shall fulfill the following criteria and submit supporting documents along with the bid.

- i) Turnover: Minimum annual turnover of US\$ 50 millions during immediate previous audited financial year.
- ii) Networth : Minimum networth of US\$ 5 million as on immediate previous audited financial year balance sheet.
- iii) Past experience: Minimum experience of one year in minerals business.
- iv) Credit rating: Minimum 'satisfactory' or equivalent (i.e. from D&B, S&P, Moody's, ICRA, CRISIL, CARE). The credit rating report shall not be older than one year i.e. issued on or after 1.4.2015.
- v) Bidder shall submit Bank reference report issued on or after 1.4.15.
- vi) Bidder shall submit an Earnest Money Deposit (EMD) @ USD 9.00 PMT for the quantity (with positive tolerance in quantity). The bidder shall submit copy of BG or proof of remittance into MMTC's bank account along with tender documents.
- vii) Bidder shall submit an undertaking to furnish a Performance Bank Guarantee (PBG)/fund transfer for 10% of total contract value (format at Appendix II)
- viii) Bidder shall submit an undertaking to make 100% payment through an irrevocable at sight letter of credit with TT reimbursement clause. (Format enclosed at Appendix - III)
- ix) MTPL, Singapore a 100% subsidiary of MMTC will be exempted from submission of security deposit, performance guarantee bond and establishment of letter of credit towards the value of cargo.

13.0 EVALUATION OF BIDS

MMTC shall evaluate technical bids of the bidders received within due date. The bidder shall submit price bids in e-mode only. Thereafter MMTC shall open the price bids of those bidders who have qualified in their technical bids. MMTC shall award the contract to the highest

bidder (H1) In case there are more than one H1 bids then the quantities lifted by such bidder in previous financial year shall be reckoned to determine the successful bidder.

14.0 AWARD OF CONTRACT

MMTC shall offer the cargo to the highest bidder (H1) provided the price bid submitted is equal to or higher than the reserve price fixed for the quarter during which shipment will take place. The price bid received shall also be subject to re-confirmation from the supplier of the cargo. MMTC and the successful bidder shall enter into a sale contract as per standard terms and conditions of MMTC (Contract format enclosed at Appendix - IV). In case the successful bidder fails to forward to MMTC the signed sale contract within 3 working days from the date of issuance of contract by MMTC, the seller (MMTC) reserves the right to invoke the bank guarantee/forfeit cash EMD submitted by the bidder as EMD. MMTC shall have the right to review the performance of bidder and accordingly MMTC shall cancel/modify the contracts.

15.0 PERFORMANCE GUARANTEE

MMTC shall issue a letter to the successful bidder accepting the price and shall also indicate amount of performance guarantee required by the successful bidder. The bidder shall furnish a performance bank guarantee/fund transfer for 10% of contracted value (in favour of MMTC limited, New Delhi within 7 calendar working days from the date of issuance of signed sale contract by MMTC. Nomination of vessel shall be accepted only after receipt of original bank guarantee and its confirmation by issuing bank. This performance guarantee should be **valid upto 31st May, 2016** with claim period upto 30th June, 2016. In case the successful bidder fails to establish the requisite performance guarantee within stipulated time, MMTC reserves the right to invoke the bank guarantee submitted by the bidder as EMD.

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

In case the successful bidder had opted EMD by fund transfer in MMTC's bank account, such bidder shall have the option to deposit the difference between the amount of Performance Guarantee and EMD through fund transfer to MMTC at Bhubaneswar bank account to make total PBG at 10% of total contracted value. Alternatively, the bidder may pay entire PBG amount at the time of submission of bid. In case of successful bidder, this amount shall be retained by MMTC as advance remittance and adjusted against final invoice for exports made. No interest shall be payable by MMTC on EMD/PBG amount remitted through fund transfer. All bank charges and exchange gain/loss on cash EMD/PG shall be to the account of the Bidder.

16.0 PAYMENT TERMS

The buyer shall establish an irrevocable and without recourse to drawer workable letter of credit (acceptable to MMTC) payable at sight valid for 30 days after latest date of shipment in USD in favour of the sellers/beneficiaries (**MMTC Limited, Alok Bharti Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007**) to cover 100% value of the cargo with tolerance for quantity and value as per contract from any of the top 50 banks (ranked on **24th June, 2015** by [bankersalmanac.com](http://www.bankersalmanac.com) link <http://www.bankersacuity.com/resources/bank-ratings/>) including their branches located anywhere or M/s. ANZ, M/s. DBS, M/s. RBS, M/s. Bank of Thailand, M/s. Standard Chartered Bank, M/s. HSBC, M/s. BN Paribas, M/s. Nova Scotia or foreign branches of India Nationalized Banks. The said letter of credit shall be established within 10 calendar days from the date of issuance of signed sale contract by MMTC to the buyer. For shipments from Paradip port, the LC shall be advised through State Bank Of India, Commercial Branch, IDCOL House, Ashok Nagar, Bhubanewar 751 009 (INDIA) SWIFT SBININ BB 119, TELEX No. 06756209 SBI BIN, Fax No. 91-0674-2530803. The opening bank shall also add that the telex/SWIFT is operating instrument and no further confirmation is required. The L/C shall allow negotiation of documents for 100% shipment

value within 21 days after Bill of Lading date at the counter of beneficiary bank. Notice of readiness (NOR) shall be accepted only on receipt of workable L/C through SBI Bhubaneswar and completion of pre-shipment formalities with customs/port authorities. Pre-shipment documents shall be processed by MMTC only after receipt of workable LC. The buyer shall nominate suitable vessel in such a manner so that seller shall get at least two working days prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority. L/C shall provide for T.T. reimbursement within three working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the buyer's account. L/C shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600.

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

18.0 DUE DATES

Submission of Technical and price Bids	: 31.03.2016 by 1100 hrs IST
Opening of Technical Bid	: 31.03.2016 by 1115 hrs IST
Opening of Price Bid	: 31.03.2016 by 1530 hrs IST

19.0 MODE OF SUBMISSION OF TENDER DOCUMENTS

19.1 The bidder shall submit technical bid in physical mode and price bid in e-mode. No physical Price bid shall be accepted.

19.2 PROCEDURE FOR PARTICIPATION IN E-TENDER.

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

19.3 Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site **URL:- <https://mmtc.eproc.in>**. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

19.4 Procedure for Registering in E-Procurement portal

Further, the bidder will have to register with MMTC's E-Procurement portal. For registering, please go to **URL:- <https://mmtc.eproc.in>** and follow the directions. In this regard please go to "helpdesk: <https://mmtc.eproc.in> and refer FAQ for more details. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below .For any assistance on e-bidding process, please contact 1) Pankaj Kumar Verma M No. 9910433177email: pankaj.verma@c1indi.com and 2) Mr. Nimesh Kant Bhadwaj, Technical Support Engineer –email id nimesh.bhardwaj@c1india.com , mobile phone +91-093105-27400 OR Mr. Mukesh Kumar, mukesh.kumar@c1india.com, 9560833122.

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

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

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

Bidder shall fulfill the eligibility criteria as stated at Para 12 and submit the following supporting documents in tender box.

- a. Bidder shall enclose an **Auditor's Certificate** indicating (i) annual turnover (ii) networth as on last annual balance sheet and (iii) past experience as mentioned in eligibility criteria. Please enclose annual financial statement also.
- b. Bidder shall enclose a Credit rating Report from any one of the following agencies: (D&B, S&P, Moody's, ICRA, CRISIL, CARE). Credit rating report should be issued on or after 1.4.2015.
- c. Bidders shall enclose a Bank reference report issued on or after 1.4.2015.
- d. Bidder shall submit EMD @ USD 9.00 PMT (with +10% tolerance in quantity)
- e. Bidder shall submit an undertaking to furnish a PG for 10% of the total contract value (format at Appexdix-II)
- f. Bidder shall enclose an **undertaking** to make payment through an irrevocable letter of credit with TT reimbursement clause. (Format enclosed at Appendix -III)
- g. Bidder shall submit **Price Bid format** duly signed and stamped without quoting prices. .
- h. Bidder shall submit duly signed and stamped with official seal all documents given in **Section-I** of the Tender notice.

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

The above documents are required to be submitted physically in sealed envelopes to be dropped in designated box, by due date and time, addressed to Shri L.M.Bagga Additional General Manager, **Mineral Division, MMTC Ltd., Core-1, SCOPE Complex, 7, Institutional area, Lodhi Road, New Delhi-110003.**

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

20.2 PART-B: PRICE BID: (e MODE)

The bidders shall submit their price bids in Electronic mode at MMTC E Portal at **<https://mmtc.eproc.in>**. The bidder shall submit price bids separately for each item as per price bid format enclosed at Annexure III. The price shall be quoted in USD PDMT FOBST Paradip Port and confirming validity of offer as per tender in the price bid format.

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

20.3 Any bidder willing to participate in the Tender documents 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.

20.4 EMD of the unsuccessful bidder will be returned. For successful bidders it will be returned after receipt of 100% of export proceeds.

21.0 GENERAL CONDITIONS

- 21.1.** Subject to the term and conditions set out herein, sale shall be made to the highest bidder for exports on FOB basis only. Seller reserves the right to modify and amend the terms & conditions and announce the same at any time before the e-tender concludes. Announcements during the e-tender on the website and/or by facts including announcement of any additional conditions for correction in the tender and/or additions or deletions of items being offered for sale are binding on the bidder.
- 21.2.** Participation and bidding shall be treated as conclusive evidence of the fact that bidder is well aware about the Foreign Trade Policy of Govt. of India that export of chrome ore and chrome concentrate is allowed through MMTC Limited only. The cargo for export shall be procured from the associate supplier of MMTC and all terms & conditions shall be on back to back basis with our supplier. Our associate supplier shall perform the export contract and MMTC will not be responsible for any quality, quantity or any other claim of the bidder. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Tender documents including the amendments if any, prevailing at the time of Tender. Seller and C1 India Pvt. Limited will not entertain any complaints or objections once bid is placed.
- 21.3** Seller and C1 India Pvt. Limited does not give warranty or guarantee of the quality, quantity, measurement, condition chemical composition of each individual item/s or lot/s that form the e-tender property and about its "end use" or fitness for a particular purpose. In the event of failure on account of signing of contract within 3 working days from the date of issuance of contract by MMTC, the seller reserves the right to invoke the bank guarantee submitted by the bidder as EMD. The seller also reserves the right to debar such bidder from participating in any future tender of MMTC or any other action as deemed fit.
- 21.4** The BG issuing bank must have a net worth of at least Rs.500 Crore and Capital Adequacy Ratio of at least 9%.
- 21.5.** MMTC shall have the right and authority to review / modify / amend any condition / format of tender documents.
- 21.6.** After finalization of the sale price, MMTC will arrange to send standard sale contract to the buyer for signatures.
- 21.7** After receipt of signed contract from MMTC through fax/e-mail, the buyer will put signature of their authorized official with seal and shall send the signed contract to MMTC within three working days. Since shipment is prompt, as such, the requisite letter of credit has to be furnished before vessel nomination or within 10 days after receipt of signed sale contract, whichever is earlier.
- 21.8.** If for any reason, the buyer fails to send the signed contract or fails to open the requisite letter of credit for appropriate value, MMTC reserves the right to encash/forfeit the EMD/PBG available with MMTC.
- 21.9.** MMTC reserves the right to accept or reject any or all bids or to re-tender at MMTC's sole discretion without assigning any reasons. Incomplete offer or offers received after the closing time and date shall not be accepted. The complete details of the tender enquiry are available at MMTC's website www.mmtclimited.gov.in and <http://eprocure.gov.in>

22. ARBITRATION

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

SECTION - I

ANNEXURE - I

DETAILS OF FRIABLE CHROME ORE

Item No.	Item Description	Quantity MT *	in	Shipment period	Loadi ng term	Loading Port
1	Friable Chrome Ore 50/48% (Cr. Fe ratio 2.4 : 1 min) Loose in Bulk	15,000 10%	(+/-	On or before 30th April, 2016	CQD Basis	Paradip, India

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

*Bidder to quote for the full lot.

Shipment shall be under ITC HS Code 26100090 (Section 112 of Schedule 2 of Export Policy)

The details of description and specifications of above mentioned grades are given at Annexure -II.

ANNEXURE – II

**DESCRIPTION AND SPECIFICATIONS OF FRIABLE
CHROME ORE AND CHROME CONCENTRATE OF INDIAN
ORIGIN**

SPECIFICATIONS:

FRIABLE CHROME ORE

Cr2O3	:	50% basis 48min (fraction scale prorata basis 50%)
Cr.Fe ratio	:	2.4:1 min
SiO2	:	7% max
Al2O3	:	12.5% max
Phosphorus	:	0.007% max
Sulphur	:	0.03% max
Physical Size	:	Friable
Packing	:	Loose in Bulk

ANNEXURE – III

PRICE BID

1.

1	Product	Friable Chrome Ore
2	Name of the Bidder	
3	Address of the Bidder	
4	Quantity (in bulk)	15,000 MT (+/-10%)
5	PRICE IN USD PDMT FOB PARADIP BASIS 50/48% Cr ₂ O ₃	
6	Validity of price	

(Signature of Bidder)

ANNEXURE -IV

Mandatory Information of Bidder

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

Signature of the bidder : _____
Name
Designation

ANNEXURE - V

INSTRUCTIONS TO BIDDERS REGARDING E-TENDER

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

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

After final bid submission, system generates an acknowledgement in the form of "Bid Number" that should be kept as a proof of successful bid submission. Sample of such acknowledgement is shown below.

SPECIAL TERMS & CONDITIONS FOR E-TENDER :

1. Offers to be submitted online on MMTC's e-procurement portal (<https://mmtc.eproc.in>) against the respective tender along with scanned copy of duly signed offer on letterhead.
2. The bidder should have legally valid CLASS III DIGITAL SIGNATURE CERTIFICATE from the licensed certifying authorities operating under the Root Certifying Authority of India (RCAD), Controller of Certifying Authorities (CCA) of India for submission of their bid on MMTC e-procurement portal.
3. Bidders are requested to register on the e-procurement portal. The bidder should have a valid user ID to access e-procurement portal of MMTC.
4. Bidders are advised to print and save bid submission receipt after submission of bids.
5. The internet browser used should be Internet Explorer version 10.0 and above.
6. The operating system should be Microsoft Windows 7.
7. Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.
8. For any technical issues/difficulties pertaining to the e-procurement portal bidders are advised to get in touch with the service providers helpdesk:

HELPDESK TIMINGS: 1000 HRS. TO 1830 HRS. IST (MONDAY TO FRIDAY (EXCLUSIONS: MMTC HOLIDAYS))		
Contact Nos.: +91-124-4302000 for helpdesk officers		
Dedicated helpdesk for MMTC		
Name	E-mail	Phone Numbers
PANKAJ KUMAR	Pankaj.verma@c1india.com	+91-9910433177

ANNEXURE - VI

Proforma of declaration regarding banning of business dealings

In case of proprietary concern

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

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

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

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

In case of partnership firm

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

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

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

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

In case of Company

We hereby declare that we, M/s are not currently banned by MMTC or by Ministry of Commerce or Govt of India or any of the PSU under Ministry of Commerce except as indicated below:

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

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

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

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

Place
Date

Signature of bidder
Name & Designation of the signatory.

INTEGRITY PACT

Between

MMTC Limited hereinafter, referred to as “MMTC”,

And

M/S hereinafter referred to as **“The Vendor”**

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

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness / transparency in its relation with its Buyer/Vendor/Bidder. IN PURSUANCE, thereto, the following clauses of the Integrity Pact will be applicable and this document shall deem to be an integral part of the Agreement/Contract NO. MMTC/2015-16/..... Datedentered between us.

In order to achieve the goals, MMTC has appointed Shri Bijoy Chatterjee, IAS (Retd.) and Shri D R S Chaudhary, IAS (Retd.) as Independent External Monitors (IEMs). Their contact details are as follows:

MMTC Limited,
Core-1, SCOPE Complex,
7, Institutional Area, Lodhi Road,
NEW DELHI – 110 003.
Email id : bijoychat@gmail.com / dilip.chaudhary@icloud.com

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

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

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

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

Section 4 – Compensation for Damages

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

1. MMTC appoints competent and credible Independent External Monitors (IEM) for this Pact. The task of the IEMs are to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
3. The IEMs have 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 IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his trade/project

documentation. The IEMs are under contractual obligation to treat the information and documents of the Buyer(s)/Vendor(s)/Bidder(s) with confidentiality.

4. MMTC will provide the IEMs 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(s) 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 IEMs can in this regard submit NON-BINDING RECOMMENDATIONS. Beyond this, the IEMs have no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM(s) 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(s) 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(s) may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word “**IEM**” would include both singular and plural.

Section 9 – Pact Duration

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

Section 10 – Other provisions

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

(For & on behalf of MMTC)
(Office Seal)

(For & on behalf of M/s.....)
(Name, Designation and Office Seal)

Place :
Date :

Witness 1 :
Name & Address

Witness 2 :
Name and Address

SECTION - II

Appendix-I

PROFORMA FOR BANK GUARANTEE FOR EMD

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

Bank Guarantee No. _____
REF No. _____

Date _____

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

Sir,

1. WHEREAS, MMTC LIMITED, Core 1, SCOPE Complex, 7 Lodhi Road, NEW DELHI-110 003, India, (hereinafter referred to as MMTC) has invited bids for export of 15,000 MT (+/-10%) Friable Chrome Ore of Indian Origin (hereinafter referred to as Invitation to Bids) .
2. WHEREAS, the said Invitation to Bid requires that any eligible bidder intending to make a bid in response thereto shall furnish an irrevocable bid guarantee amounting to US\$ _____ in favour of MMTC, New Delhi in the form of a Bank Guarantee of US\$ _____ with a validity of **minimum 90 (Ninety)** days from the date of submission of bids.
- 3 AND WHEREAS at the request of M/s. _____ (Name & address of the Bidder) we _____ (Name & address of the Bank) do hereby unconditionally and irrevocably guarantee and undertake payment to MMTC, New Delhi up to and not exceeding the sum of US\$ _____ with a validity period minimum 90 (Ninety) days and that the bidder M/s. _____
 - a) shall keep his offer firm and valid for acceptance by MMTC as per tender documents against which offer is made.
 - b) Shall sign the sale contract forwarded by MMTC within three working days.
 - c) shall in the event of the offer being accepted by MMTC, bidder will establish a Performance Bank Guarantee (within 10 calendar days from the issuance of signed sale contract) in favour of MMTC in the form indicated in the said Invitation to e-Tender for 10% of the contracted quantity through a scheduled Commercial Bank (other than Gramin Bank and Co-Operative Bank) at New Delhi , India.
 - d) shall in the event of the offer being accepted by MMTC, bidder will establish an irrevocable at sight Letter of Credit in favour of MMTC (within 10 calendar days from the issuance of signed sale contract) in the form indicated in the said Invitation to e-tender covering full value of the quantity of Chrome Ore at the price and on the terms accepted by MMTC, within 10 (Ten) calendar days from the date of issuance of signed sale contract.
 - e) shall further arrange to lift the confirmed quantities as per the sale contract by the last date of shipment indicated in the sale contract.
 - f) Any other conditions as stipulated by MMTC from time to time.
4. We _____ (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, this Bank shall pay to MMTC Limited, New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of US\$ _____. This Bank further agrees that the decision of MMTC

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

5. We _____ (Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$ _____ only without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by _____ (Bidder) in any suit proceedings relating thereto pending before any court or tribunal our liability under these presents being absolute and unequivocal.
6. The payment shall be made to MMTC, New Delhi across the counter of this bank on the same day of receipt of invocation of this bank guarantee.
7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$ _____ only.
8. Your demand in writing may be presented to the Bank by courier / Fax / Airmail/ Speed Post/ Registered Post or in person and the same shall be binding on us.
9. This guarantee will not be discharged due to change in the constitution of the Bank or the said M/s. _____ (Bidder).
10. The liability of this bank shall discharge upon receipt of US\$ _____ only by MMTC.

This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially **upto a period of 90 days** and shall expire on _____ (date) and that the same shall be extended further according to the provisions contained hereinabove, and shall not be amended or withdrawn without the previous consent of MMTC in writing.

11. This Guarantee is governed by the Laws of India and comes into force forthwith.
12. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by the Bank.
13. Bank details of Beneficiary :

Name : MMTC Limited
Bank : STATE BANK OF HYDERABAD, BRANCH PRAGATI
VIHAR, SCOPE COMPLEX, LODI ROAD,
NEW DELHI – 110 003
Swift Code No. : SBHYINBB012
A/C No. : 52142903753
IFSC Code : SBHY0020511
MICR : 110004005

Signature : _____

Name and code : _____

Designation: _____

Seal of the Bank : _____

<u>BANK GUARANTEE - EMD</u>		
With validity up to	:	31 st May 2016
With Claim period	:	30 th June, 2016

NB: BG issuing bank is requested to follow the guidelines issues by Department of Finance Services, Ministry of Finance, GOI, regarding issuance and confirmation of BGs.

Signature : _____

Name and code : _____

Designation: _____

Seal of the Bank : _____

(On Company's Letterhead)

Dated: _____ 2016

To,

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

Sub: Undertaking for furnishing Performance Bank Guarantee

Dear Sir,

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

Thanking you,

Yours faithfully,

(Authorized Signatory)

(On Company's Letterhead)

Dated: _____ 2016

To,

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

Sub: Undertaking for establishing Letter of Credit.

Dear Sir,

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

Thanking you,

Yours faithfully,

(Authorized Signatory)



A Govt. of India Enterprise
Touching Lives, adding value

Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi – 110 003, India
Phone #:24368064-D/24381513 Fax #: 0091-011 24364105-06

CHROME ORE SALE CONTRACT NO. MMTC/2015-16/CE (S) Dated _____ 2016

This agreement is made on _____ 2016 between MMTC Limited, Core-1 Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003, INDIA, hereinafter called the SELLERS (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the _____ the _____ one part and _____ M/S _____,

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

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

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

ARTICLE 1 : COMMODITY

Indian Friable Chrome Ore
(Hereinafter called "CARGO").

ARTICLE 2 : QUANTITY

_____ MTs of _____% grade of Chrome Ore supplied by **M/s Misrilal Mines Pvt. Limited, Kolkata.**).

ARTICLE 3 : SPECIFICATIONS

Chrome Ore

Cr2O3 : 50% basis 48min (fraction scale prorata basis 50%)
Cr.Fe ratio : 2.4:1 min
SiO2 : 7% max
Al2O3 : 12.5% max
Phosphorus: 0.007% max
Sulphur : 0.03% max
Physical Size: Friable
Packing : Loose in Bulk

ARTICLE 4 : PRICE

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

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

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

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

ARTICLE 5 : SAMPLING, ANALYSIS

- a) **Analysis at load port:** At the time of **loading at Indian Port**, M/s Mitra S.K. Pvt Ltd. appointed by Seller shall take representative sample and shall determine the analysis and dry weight at 105 degree centigrade. The analysis shall be conducted in accordance with the Bureau of Indian Standard (BIS). The cost of such sampling and analysis shall be to the Seller's account
The Buyer may, at his expense, nominate his representative to be present at the time of such sampling. The analysis thus determined shall be final and the basis for making out the invoice; such certificate shall be airmailed to the Buyer with utmost speed after completion of loading of vessel at the Indian port.
- b) **Survey at Load Port:** The determination of weight at load port by Mitra S.K. Pvt Ltd. shall be final. The cost of inspection at the load port shall be borne by Seller. The Buyer may, at his expense, send his representative to be present at the time of such inspection. The weight so determined at the loading port shall be final and be the basis for drawing 100% value of the shipment.

ARTICLE 6: EARNEST MONEY DEPOSIT

The buyer has deposited a bank guarantee as EMD bearing No. _____ dated _____ 2016 for USD _____ in favour of Seller. In case, the Buyer fails either to forward the signed contract within three working days from the date of issuance of contract by MMTC or to establish a workable letter of credit as per Article 18 the seller will have the right to invoke the bank guarantee/forfeit cash EMD and to take action as deemed fit. EMD will be returned after realization of 100% export proceeds by MMTC.

ARTICLE 7: The buyer shall furnish a Performance guarantee for USD _____ in the form of a bank guarantee towards 10% of the sale value (with positive tolerance) in favour of the seller through a Bank in India within seven calendar working days from the date of issuance of signed sale contract by MMTC. The seller will accept the nomination of the vessel only after receipt of performance guarantee. In case the buyer either fails to perform the contract satisfactorily or fails to establish a workable letter of credit within stipulated time, MMTC will have the right to invoke the bank guarantee. In addition, MMTC will have right to claim all losses, damages, expenses, etc. from buyers and any other appropriate action as deemed fit.

ARTICLE 8 : COMMERCIAL INVOICE

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

ARTICLE 9 : INSURANCE

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

ARTICLE 10 : DELIVERY

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

ARTICLE 11 : DELIVERY PERIOD

SHIPMENT: On or before 31st March, 2016. Laycan shall be accepted 10 days before the last shipment date.

ARTICLE 12 : PORT OF SHIPMENT

Paradip Port (India)

ARTICLE 13 : DESTINATION

_____ Port (as per buyer's declaration)

ARTICLE 14: TITLE AND RISKS

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

ARTILCE 15 : NOTIFICATION OF ARRIVAL

Buyer shall advice seller atleast 10 (Ten) days in advance of the estimated date of arrival of the vessel at loading Port.

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

ARTICLE 16: CHARTERING AND ALLOCATION OF VESSEL

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

ARTICLE 17 : LOADING TERMS ON CQD BASIS

- 1) Loading of cargo shall be on CQD basis. There shall neither be any dispatch nor any demurrage.

- 2) Any expenses required for loading outside the working hours shall be on account of the party ordering the same except for vessels crew members' overtime and light and the free use of the gears and winches, which shall be to the account of ship-owners which is to be ensured by the Buyer/Ship. If cargo is loaded in twin decks, any extra cost and or time incurred shall be confirmed in writing by ships master or the owners agents will be to the account of the buyer/ship.
- 3) Ship owner's agent at the loading port shall be appointed by the ship owner which is to be ensured by the Buyer.
- 4) B/L quantity shall be the quantity loaded which shall be determined as per paragraph (b) of article 5.
- 5) Any lighterage incurred at loading port shall be at the expense and risk of the Seller, if reason is attributable to seller.
- 6) The release instructions for the bill of lading should be arranged by the Buyers immediately after completion of loading but in any case within three (3) working days from the date of completion of loading.

ARTICLE 18: MODE OF PAYMENT

The buyer shall establish an irrevocable and without recourse to drawer workable letter of credit (acceptable to MMTC) payable at sight valid for 45 days after latest date of shipment in USD in favour of the sellers/beneficiaries (**MMTC Limited, Alok Bharti Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007**) for export from Paradip Port to cover 100% value of the cargo with tolerance for quantity and value as per contract from any of the top 50 banks (ranked on **24th June, 2015** by bankersalmanac.com link <http://www.bankersacuity.com/resources/bank-ratings/>) including their branches located anywhere or M/s. ANZ, M/s. DBS, M/s. RBS, M/s. Bank of Thailand, M/s. Standard Chartered Bank, M/s. HSBC, M/s. BN Paribas, M/s. Nova Scotia or foreign branches of India Nationalized Banks. The said letter of credit shall be established within 10 calendar days from the date of issuance of signed sale contract by MMTC to the buyer. The LC shall be advised through State Bank Of India, Commercial Branch, IDCOL House, Ashok Nagar, Bhubanewar 751 009 (INDIA) SWIFT SBININ BB 119, TELEX No. 06756209 SBI BIN, Fax No. 91-0674-2530803 and/or..... The opening bank shall also add that the telex/SWIFT is operating instrument and no further confirmation is required. The L/C shall allow negotiation of documents for 100% shipment value within 21 days after Bill of Lading date at the counter of beneficiary bank. Notice of readiness (NOR) shall be accepted only on receipt of workable L/C through SBI Bhubaneswar and completion of pre-shipment formalities with customs/port authorities. Pre-shipment documents shall be processed by MMTC only after receipt of workable LC. The buyer shall nominate suitable vessel in such a manner so that seller shall get at least two working days prior to arrival of vessel at loading port for processing of pre shipment documents by the appropriate authority. L/C shall provide for T.T. reimbursement within two working days upon receipt of claim from the negotiating bank. All bank charges outside India shall be to the buyers account. L/C shall also provide for negotiations and acceptance of documents even with spelling, grammatical and other technical mistakes etc. for payment. LC instrument is subject to UCPDC600.

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

ARTICLE 19 : DOCUMENTS

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

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

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

ARTICLE 20 : NON-DELIVERY

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

ARTICLE 21: DEFAULT

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

ARTICLE 22 : FORCE MAJEURE

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

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

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

ARTICLE 23 : ARBITRATION

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

ARTICLE 24 : VALIDATION

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

ARTICLE 25: SPECIAL CLAUSE

It is expressly understood and agreed by and between the Buyer and the Seller that MMTC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MMTC is an independent legal entity with power and authority to enter into contract solely on its own behalf under the applicable laws of India and general principles of contract law. The Buyers expressly agreed, acknowledges and understands that MMTC is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly Buyer hereby expressly waives releases and foregoes any and all actions or claims including cross claims, implored claims or counter claims against the Government of India arising out of this contract and covenant not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising out of or under this agreement. MMTC is entering into this contract on the basis of back-to-back supplies by **M/S Mishrilall Mines Pvt. Ltd, "Mineral House", 27 A, Camac Street, Kolkata - 700016**. All responsibility of quality/quantity as well as performance of this contract is to the account of **M/S Mishrilall Mines Pvt. Ltd, "Mineral House", 27 A, Camac Street, Kolkata - 700016**. MMTC shall in no way be responsible for any claims/damages of Buyer for any reasons whatsoever.

ARTICLE 26: LOSS OF CARGO:

In the event of total / or partial loss of cargo, the analysis and the weight as determined at the loading port shall be treated as final and shall be used for final invoicing and payment.

ARTICLE 27: OTHERS

Any change or modification in the terms and conditions of this contract shall become effective only when confirmed by both the Seller and the Buyer in writing.

In witness whereof this contract is made in duplicate, the Seller and the Buyer having signed them on this.....day of January.....2016 and retaining one copy each.

BUYER

FOR AND ON BEHALF OF

SELLER

FOR AND ON BEHALF OF

PERFORMANCE BANK GUARANTEE PROFORMA

Bank Guarantee No. _____ dated _____

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

To

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

Dear Sirs,

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

14) Bank details of Beneficiary :

Name : MMT Limited
Bank : STATE BANK OF HYDERABAD, BRANCH PRAGATI
VIHAR, SCOPE COMPLEX, LODI ROAD,
NEW DELHI – 110 003
Swift Code No. : SBHYINBB012
A/C No. : 52142903753
IFSC Code : SBHY0020511
MICR : 110004005

Signature : _____

Name and code : _____

Designation: _____

Seal of the Bank : _____

<u>BANK GUARANTEE - EMD</u>		
With validity up to	:	31 st May 2016
With Claim period	:	30 th June, 2016