



Core-1, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi-110 003 INDIA
 Phone : 011 2436 2200 Fax : 0091 011 2436 4106 Website : www.mmtclimited.com

GLOBAL NOTICE INVITING TENDER
Tender No.MMTC/MIN/IOP/05/2017 dated 10.04.2017

Subject : GLOBAL TENDER FOR SALE OF RETRIEVED IRON ORE LUMPS

MMTC Limited invites Global Tenders from interested overseas buyers for export of retrieved Iron ore lumps as per following details:

Commodity	Quantity (MTs)	Port of Loading
Retrieved Iron Ore Lumps	40,000 (+/-10%)	Vizag., India

2. Last date/time of submission of filled-in tender(s) is at 14:00 hrs. **on 01.05.2017**. Complete details of tender are published at MMTC's website www.mmtclimited.com and at www.eprocure.gov.in.

Anju Gupta
 General Manager (Minerals)

Enclosures :

1. Index
2. Invitation to Bid
3. **SECTION - I:** Tender description / terms

Annexures:

- I. Indicative Specifications of Retrieved Iron Ore Lumps
 - II. Guidelines regarding e-tender
4. **SECTION - II (Formats of documents) :**

Appendices :

- I. Proforma for BG for Earnest Money Deposit
 - II. Undertaking to make 100% payment through L/C
 - III. Mandatory Information
 - IV. Price Bid
 - V. Draft Sale Contract
5. Checklist

I N D E X

Sl.No.	Topic	Page Nos.
1.	Invitation to Bid	3
2.	Section I : Tender Document	4 to 12
(i)	Tender Terms & Conditions	4 to 10
(ii)	Annexure-I : Iron Ore Lumps specifications	11
(iii)	Annexure-II : Guidelines on e-Tender	12
3.	Section II : Formats	13 to 24
(i)	Appendix-I : EMD BG Format	13 to 14
(ii)	Appendix-II : Undertaking to make 100% payment through L/C	15
(iii)	Appendix-III : Mandatory Information	16
(iv)	Appendix-IV : Price Bid Format	17
(v)	Appendix-V : Draft Sale Contract	18 to 24
4.	Checklist	25



Core-1, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi-110 003 INDIA
 Phone : 011 2436 2200 Fax : 0091 011 2436 4106 Website : www.mmtclimited.com

Tender No. MMTC/MIN/IOP/05/2017

Date : 10.04.2017

Subject: GLOBAL TENDER FOR EXPORT OF RETRIEVED IRON ORE LUMPS

Dear Sirs,

MMTC Limited, a Public Sector Enterprise functioning under the aegis of the Ministry of Commerce, Govt. of India is a leading international trading company. It is engaged in the field of 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 : www.mmtclimited.com.

2. MMTC Limited invites offers in two-bid system for export of Iron Ore Lumps FOB Vizag from overseas buyers, as per following details:

Commodity	Quantity (MTs)	Port of Loading
Retrieved Iron Ore Lumps	40,000 (+/-10%)	Vizag., India (Inner Harbour manual loading)

Offers to be submitted strictly as per tender documents. Last date of submission of completed tender is at **14 : 00** hrs IST on **01.05.2017**.

3. Tender notice consists of two Sections - **Section I : Tender description** and **Section II : Formats of documents**. Bidders may go through the entire tender document carefully before submission of their bids.

4. The bidders are required to submit their Technical Bids along with supporting documents in a sealed envelope and the Price Bids in electronic mode in MMTC's e-portal at <http://mmtc.eproc.in>. The bidders shall superscribe on the technical bid envelope name of the bidding 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 liable for rejection.

6. The envelope containing the Technical Bid documents may be addressed to the undersigned at the above-mentioned address of MMTC Ltd. to reach latest by **14:00** hrs. on **01.05.2017**.

7. MMTC Ltd. hereinafter shall be called '**SELLER**' and the overseas importer shall be referred to as '**BUYER**'.

Anju Gupta
 General Manager (Minerals)

SECTION : I

1.0 COMMODITY, QUANTITY & PORT OF LOADING :

Commodity	Quantity (MTs)	Port of Loading
Retrieved Iron Ore Lumps	40,000(+/-10%)	Vizag., India

2.0 SPECIFICATIONS (Indicative) :

As per **Annexure-I**.

3.0 ORIGIN OF CARGO :

Material retrieved from Iron ore plot at Vizag, India.

4.0 DELIVERY PERIOD :

Within 21 days from acceptance of bid.

5.0 EARNEST MONEY DEPOSIT (EMD) :

Each bid shall be accompanied by an EMD in the form of Bank Guarantee (BG) in favour of SELLER through a Scheduled Commercial Bank at New Delhi for US\$ 10,000 (US Dollars Ten Thousand only) as per BG proforma (enclosed at **Appendix-I**). The bidder shall have option to submit EMD by fund transfer in SELLER's bank account. EMD through fund transfer should be ensured at least two working days prior to last date of submission of bid so that confirmation could be obtained from the bank before opening the bid. The original BG may be sent directly to the SELER by the issuing bank. A copy of the BG is to be enclosed with the bid. The EMD shall be submitted with Techno-Commercial bid. Bid(s) received without requisite EMD shall be rejected. Failure of signing the contract within the specified time, after being successful, shall be construed as a failure and the BG submitted may be invoked. EMD shall be returned to unsuccessful bidders after accepting successful bid(s). EMD of successful bidder shall be retained till completion of the contract.

MTPL, Singapore being a Subsidiary of MMTC is exempted from submission of EMD provided they submit an undertaking that they have obtained EMD and shall obtain letter of credit as per terms of this tender, from their business associate.

6.0 ELIGIBILITY CRITERIA :

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

- (a) The bidder should have a minimum net worth of USD 10 million on the closing date of the last completed financial year.
- (b) Average annual turnover of the company / firm during the last three completed financial years should be minimum USD 100 million.

Documents required:

- i) Profile of the bidder company, i.e. public limited / private limited / partnership / proprietary concern with details of contact persons, Phone Nos., Fax No., e-mail ID, complete address of the company, names of bankers, etc.

- ii) Audited financial statements for the last three completed years. In case any company is new and is yet to complete three years, Audited financial statements be submitted since its incorporation.
- iii) Latest positive Bank reference report, in original (not older than six months from the date of application).
- iv) Document(s) showing buyer company's Registration Certificate with Tax authorities, Export/Import Code, etc. in the respective country.
- v) Undertaking to make 100% payment through irrevocable at sight letter of credit with TT reimbursement clause (as per proforma at **Appendix-II**) or 100% advance payment (with positive tolerance) before NOR is tendered by the Master/Agent. The L/C should provide for TT reimbursement of invoice value within two working days after receipt of claim from negotiating or confirming bank.
- vi) Credit rating by any one of the credit rating agencies namely, Standard & Poor or Dun & Brad Street (D&B) or Moody's or ICRA or CARE Ratings or Credit Information Bureau (India) Limited or Crisil Global Research & Analytics. Such rating shall be satisfactory or better and should not be more than one year old on the date of submission to the SELLER. In case the rating is more than one year old but less than two years old, the same will be accepted subject to replacement on or before the date of signing of contract.
- vii) Copy of BG towards EMD.
- viii) Mandatory information as per **Appendix-III**.
- ix) Copy of the entire tender document each page signed and stamped as a token of acceptance of the tender terms.

All documents must be submitted in English language.

Overseas buyers who have already submitted documents against MMTC's EOIs for empanelment of overseas buyers for export of Iron ore by MMTC dated 03.02.2017 and 17.03.2017 may furnish documents as enlisted at (v), (vii) and (ix) above only.

7.0 PRICE TERMS :

Price to be quoted in US Dollar per Dry Metric Ton FOBST Visakhapatnam Port India (Loose in bulk) as per proforma at **Appendix-IV**. **The price bids shall be submitted in electronic mode only.**

8.0 MODE OF SUBMISSION OF BIDS :

Bidder must carefully read the entire tender document before submitting their offer. Bidder shall prepare their tender in two parts as per following and submit accordingly:

PART - A : Techno-Commercial Bid (*in physical mode only*) :

Bidder shall fulfill the eligibility criteria and furnish documents required as stated in **Clause-6** above. The Techno-Commercial bid documents are required to be submitted physically in sealed envelopes by the due date & time so as to reach to **Ms. Anju Gupta, General Manager (Minerals), MMTC Limited, Core-1, SCOPE Complex, Institutional Area, Lodhi**

Road, New Delhi-110 003 INDIA. The bidder in addition to signing the main documents shall arrange to affix their initials and stamp on each page of the tender document.

The Techno-Commercial bid will be opened as per date and time notified in **Clause 13** herein. After scrutiny of the technical bids, the price bids of only those bidders whose technical bids are acceptable will be opened and considered further.

PART - B : Price Bid (*in electronic mode only*) :

The bidders shall submit price bids in electronic mode in the proforma prescribed (**Appendix-IV**) at MMTC e-portal at <https://mmtc.eproc.in>. The price shall be quoted in USD PDMT FOBST Visakhapatnam port loose in bulk and confirming validity of the offer.

9.0 EVALUATION OF BIDS:

On technical evaluation, the list of successful bidders who comply with terms & conditions of the tender shall be prepared. Price bids of only those bidders who are found qualified in techno-commercial parameters shall be opened. Incomplete offer or offers received after the closing time and date shall not be accepted. The price bids shall be ranked in descending order with the effective highest bid ranked as H-1.

10.0 VALIDITY OF OFFER :

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

11.0 AWARD OF CONTRACT

Cargo shall be offered to the highest bidder (H1) only. SELLER and the highest bidder shall enter into a sale contract as per standard terms and conditions of the SELLER (Contract format enclosed at **Appendix - V**). In case the successful bidder fails to forward the signed sale contract within **3 (three)** calendar working days from the date of issuance of contract by SELLER, the SELLER reserves the right to invoke the bank guarantee submitted by the bidder as EMD. SELLER shall have the right to award the quantity to more than one bidder. SELLER shall have the right to review the performance of bidder and accordingly shall cancel/modify the contract.

12.0 DUE DATES:

Submission of Techno-Commercials Bids and Price Bids	01.05.2017 by 14:00 hrs IST
Opening of Techno-Commercial Bids	01.05.2017 by 15:00 hrs IST
Opening of Price Bid of Technically successful bidders	02.05.2017 by 15:00 hrs IST

13.0 PROCEDURE FOR PARTICIPATION IN E-TENDER :

E-Tender is available on SELLER's 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> (an onetime activity) .

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>.

Note : *Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have 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.*

Procedure for Registering in E-Procurement portal:

Further, the bidder will have to register with SELLER's e-procurement portal. For registering, bidder will have to visit <https://mmtc.eproc.in> and follow the directions. Bidder may also visit 'helpdesk' : <https://mmtc.eproc.in> and refer FAQ for further details.

For assistance, bidders may contact: Mr. Pankaj Kumar Verma M No. 9910433177 email: pankaj.verma@c1india.com and Mr. Nimesh Kant Bhardwaj, Technical Support Engineer - e-mail id: nimesh.bhardwaj@c1india.com, mobile phone +91-093105-27400 OR Mr. Mukesh Kumar, mukesh.kumar@c1india.com, 9560833122.

Guidelines regarding e-tender are attached at **Annexure-II**.

14.0 Fraud Prevention

- (a) *Commitments of the Bidder (s) / Contractor (s) / Buyer (s) / Vendor(s) :* The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles / provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at <http://mmtclimited.gov.in> (<http://mmtclimited.gov.in/>) during their participation in the tender process, during the execution of contract and in any other transaction with MMTC.
- (i) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(s) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(s) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others, any information or document provided by MMTC as per

business relationship, including information contained or transmitted electronically.

- (iv) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(s) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
 - (v) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(s) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.
- (b) *Disqualification from tender process and exclusion from future contracts* : If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause above or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/Contractor(s) Buyer(s)/ Vendor(s) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
- (c) *Damages*: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

15.0 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 the CMD, MMTC Limited. 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. Venue of arbitration shall be New Delhi. Only Courts in New Delhi shall have the jurisdiction over disputes in relation to and arising out of this tender.

16.0 INSPECTION OF CARGO:

Prospective bidder may, if desired, inspect the cargo currently stacked inside Visakhapatnam port premises at their own cost. For this purpose, the interested bidders may contact MMTC Ltd., MMTC Bhavan, Port Area, Visakhapatnam (Contact person : Mr. Y.D.S. Ravi, Addl. General Manager Ph.No. 0891-2562442 ; M 98486 99663; e-mail : yds@mmtclimited.com)

17.0 GENERAL :

- (i) Subject to the terms 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 and 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.

- (ii) It shall be implied that the bidder has carefully gone through and understood the terms and conditions of the 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. Further, participation and bidding in this tender shall be treated as conclusive evidence of the fact that bidder has understood the terms and conditions of the tender. However, participation will not mean qualification of the bid.
- (iii) After finalization of sale price, SELLER will arrange to send standard sale contract to the buyer for signatures. After receipt of signed contract from the SELLER through e-mail, fax, etc. the BUYER will put signature of their authorized official with full name, designation and seal and shall send the signed contract to SELLER within 3 (three) working days. On receipt of the signed copy of the contract from the successful bidder, the SELLER shall arrange to affix his signature and seal and send a signed copy to the BUYER for their reference and records. Since cargo is ready, 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.
- (iv) SELLER and C1 India Pvt. Limited does not give warranty or guarantee of the quality, quantity, measurement, condition chemical composition of cargo that forms the e-tender property. In the event of failure on account of signing of contract within the prescribed period as above, the SELLER reserves the right to invoke the bank guarantee or forfeit the EMD submitted by the bidder as EMD. The SELLER also reserves the right to debar such bidder from participating in any future tender of the SELLER or any other action as deemed fit. If for any reason, the BUYER fails to send the signed contract or fails to open the requisite L/C for appropriate value, SELLER reserves the right to forfeit the EMD available with MMTC.
- (v) Notwithstanding anything specified in these tender terms / documents, SELLER at its sole discretion, unconditionally and without having to assign any reason, reserves the right :
 - (a) To accept or reject the highest offer or any other offer or all the offers ;
 - (b) To accept any offer in full or in part ;
 - (c) To sell the tendered quantity to 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 buyers (s) with unsatisfactory track record ; and
 - (f) Incomplete offer or offers received after the closing time and date shall not be accepted.
- (vi) Price bids of only successful (techno-commercially qualified) bidder shall be opened on the notified date. Incomplete offer(s) or offer(s) received after closing time & date shall not be considered.
- (vii) Any bidder willing to witness the tender opening process, may attend in person or depute their authorised representative at their own cost.
- (viii) In case of any query, bidder may contact at **Phone # 011 2436 8077 Fax # 0091 011 2436 4106** or e-mail to anjug@mmtclimited.com / afs@mmtclimited.com / jnn@mmtclimited.com. Queries have to be made before seven days of closing date of the tender. Queries thus received will be compiled and clarifications to the same will be uploaded in the websites prior to closing date. MMTC is not bound to reply to each and every query and the clarifications / addendums for such queries

uploaded shall form part of the tender conditions and shall be binding on the bidders.

- (ix) Any change in tender terms/conditions or its addendum/corrigendum shall be uploaded on MMTC/ CPP website only. All such addendum/corrigendum shall become integral part of this tender.

ANNEXURE-I**INDICATIVE SPECIFICATIONS OF RETRIEVED IRON ORE LUMPS**

CHEMICAL COMPOSITION (on dry basis 105 ° Centigrade):

Iron (Fe)	:	63% basis
Alumina (Al ₂ O ₃)	:	3.5% maximum
Silica (SiO ₂)	:	5% maximum
Phosphorous (P)	:	0.05% maximum
Sulphur (S)	:	0.02% maximum
Moisture	:	8% maximum

PHYSICAL COMPOSITION :

Below 10mm	:	40% maximum
Above 150mm	:	15% maximum

GUIDELINES REGARDING E-TENDER

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

1. 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.
2. Bidders may ensure that bids are uploaded in e-tender system well in advance before the closing date and time of bid.
3. No bid can be modified after the deadline for submission of bids.

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

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 price 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 (RCAI), 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 may print / save bid submission receipt after submission of bids.
5. Internet browser used should be Internet Explorer version 10.0 and above.
6. Operating system should be Microsoft Windows 7.
7. Bidders 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 may contact service providers helpdesk as per following :

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
PANKAJ KUMAR

E-mail
Pankaj.verma@c1india.com

Phone Numbers
+91-9910433177

SECTION - II**APPENDIX-I**

[The BG issuing bank must have a net worth of at least INR 5,000 million and Capital Adequacy Ratio of at least 9%]

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(On a stamp paper of applicable amount to be executed by a New Delhi Branch of a Scheduled Bank other than Gramin Bank, Cooperative Banks, Dhanlakshmi Bank, Nainital Bank, etc.)

Date : _____

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

Sub : **GLOBAL TENDER FOR EXPORT OF RETRIEVED IRON ORE LUMPS** (No. _____ dt _____)

Madam,

1. WHEREAS, MMTC LIMITED, Core-1, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi-110 003 INDIA, (hereinafter referred to as MMTC) has invited bids vide Global Tender No. _____ dated _____ 2017 (hereinafter referred to as Invitation to Bid) for export of 40,000 MTs +/-10% RETRIEVED IRON ORE LUMPS.
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\$ 10,000 (US Dollars Ten thousand only) in favour of MMTC with validity upto **30.06.2017** with claim period upto **31.07.2017**.
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 upto and not exceeding the sum of US\$ 10,000 (US Dollars Ten thousand only) with validity upto **30.06.2017** with claim period upto **31.07.2017** and that the Bidder M/s. _____ -
 - a) Shall keep their offer firm and valid for acceptance by MMTC as per tender against which offer is made ;
 - b) Shall sign the purchase contract forwarded by MMTC within 3 (three) working days on receipt of unsigned purchase contract from BUYER ;
 - c) 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 confirmed quantities as per the purchase contract and delivery schedule ; and
 - e) 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 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\$ 10,000 (US Dollars Ten thousand only). 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 sum of US\$ 10,000 (US Dollars Ten thousand only) without any demur, delay, protest and without any reference or recourse to M/s. _____ (Bidder) notwithstanding any dispute raised by M/s. _____ (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\$ 10,000 (US Dollars Ten thousand only).
8. Your demand in writing may be presented to this 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\$ 10,000 (US Dollars Ten thousand only) by MMTC.
11. This Bank further undertakes that this Guarantee shall remain irrevocably valid and in force initially upto **30.06.2017** with claim period upto **31.07.2017** 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.
12. This Guarantee is governed by the Laws of India and comes into force forthwith.
13. Bank details of Beneficiary for issue of BG through SFMS :

Name	MMTC Limited
Bank	STATE BANK OF HYDERABAD, PRAGATI VIHAR BRANCH, SCOPE COMPLEX, LODHI ROAD, NEW DELHI – 110 003
Swift Code No	SBHYINBB012

This Bank has the power to issue this guarantee in favour of MMTC Ltd. under the Charter of this Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted by this Bank.

Signature : _____
 Name : _____
 Designation : _____
 Code : _____
 Seal of Bank : _____

(On Company's Letterhead)

Date : _____

The General Manager (Minerals)
MMTC Limited
Core-1, SCOPE Complex, Lodi Road
New Delhi 110 003 India

Sub : Undertaking for establishing Letter of Credit.

Madam,

In connection with MMTC's Global Tender for export of Iron ore Lumps (No. _____ dated _____), 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 issue of signed sale contract by MMTC Limited. The L/C will provide for TT reimbursement of invoice value within 2 (two) working days after receipt of claim from negotiating or confirming bank. The L/C will also contain a clause providing for negotiation and acceptance of documents even with spelling mistakes, grammatical mistakes and/or technical discrepancies/errors for payment. Alternatively, we undertake to remit 100% shipment value (with positive) tolerance at least three working days before NOR is tendered by the vessel or within 10 working days after signing the sale contract, whichever is earlier.

2. Further, Load port results shall be final and L/C shall be negotiated by MMTC for 100% payment on load port results basis. In case, we fail to establish workable L/C or to remit 100% shipment value as stated in para 1 above, MMTC Limited shall be at liberty to invoke performance guarantee/forfeit cash PG and also to take appropriate action as deemed fit.

Thanking you,

Yours faithfully,
for _____

(Authorized Signatory)

Mandatory information to be submitted alongwith the Bid

Company Details :

Company Name :	
Registration No. :	
PAN No. / TAN No. :	
Registered Address :	
Names of Partners / Directors :	
Bidder Type :	Indian / Foreign
City :	
Postal Code :	
Company' establishment year :	
Company's Nature of Business :	
Company's Legal Status :	
Company Category :	

Company's Contact Person's Details :

Contact Name :	
Date of Birth :	
Correspondence e-mail ID :	
Designation :	
Phone No. :	
Mobile No. :	

Signature of bidder : _____

Name : _____

Designation : _____

Date : _____

Tender No. _____ dated _____

PRICE BID**For 40,000 MTs (+/- 10%) Retrieved Iron Ore Lumps at Vizag**

1.	Product	Retrieved Iron Ore lumps
2.	Name of the Bidder	
3.	Address of the Bidder	
4.	Quantity (Loose in bulk)	40,000 MTs (+/- 10%)
5.	PRICE IN USD PDMT FOBST Vizag (India) Port Basis 63% Fe	Price Bid in electronic mode only
6.	Validity of price	

- Base price shall be increased by single pro-rata of the price above 63% Fe. Further, the base price shall be decreased by single pro-rata of the price for each 1% Fe below 63% upto 62% Fe fraction pro-rata. The base price shall be decreased by double pro-rata of the price for each 1% fe below 62% Fe fraction pro-rata.
- There shall be no bonus or penalty for any other element (s), moisture or physical specifications.

(Signature / Seal of the Bidder)

(ON INDIAN NON-JUDICIAL STAMP PAPER OF Rs.100/-)

DRAFT

Core-1, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi 110 003 INDIA
 Phone : 011 2436 2200 Fax : 0091 011 2436 4106 Website : www.mmtclimited.com

IRON ORE LUMPS EXPORT CONTRACT NO. MMTC/MIN/___/2017 DATED __.__.2017

This agreement is made on ____ day of _____, 2017 between MMTC Limited, Core-1, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi-110 003, INDIA, hereinafter called the **SELLER** (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part, AND **M/s** (**Name & address of overseas importer**) hereinafter called the **BUYER** (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the other part.

WHEREAS the SELLER has agreed to sell and the BUYER has agreed to buy the following quantity of **Iron ore Lumps** on the terms & conditions hereinafter mentioned.

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

CLAUSE 1 CARGO DETAILS :

Name of Commodity	: 63/62% Fe grade retrieved Iron ore lumps
Quantity	: 40,000 WMT +/- 10%
Country of origin	: India
Port of Loading	: One safe Berth, Visakhapatnam (Vizag) Port, India (Inner Harbour manual loading)
Port of Destination	:

CLAUSE 2 DELIVERY PERIOD :

Delivery Schedule	: During _____, 2017 (laycan to be decided mutually)
-------------------	---

CLAUSE 3 INDICATIVE SPECIFICATIONS :

Fe	: 63% Basis 62% Minimum
Sio2	: 5.00% Max
Al2o3	: 3.50% Max
P	: 0.05% Max
S	: 0.02% Max
Moisture	: 8.0% Max
Size	: Over 150 mm - 15% Max Below 10mm - 40% Max

CLAUSE 4 PRICE :

US\$ _____ PDMT (**US Dollar** _____ only) Free On Board stowed and seaworthy trimmed Visakhapatnam (Vizag) port. Cargo specifications as per **Clause 3** above are indicative and MMTC in any way shall not be responsible for the quality of cargo or its

moisture content or presence of foreign material admixed in the cargo, except bonus / penalty mentioned in **Clause 7** below.

CLAUSE 5 COMMERCIAL INVOICE :

SELLER's Commercial Invoice shall be made out for 100 (hundred) percent of the shipment value based on the price as set forth in **Clause 4** above and calculated on the basis of analysis / weighment at the loadport as set forth in **Clauses 7, 10 & 11** below. Load port results of quality and quantity shall be final and binding on the BUYER.

CLAUSE 6 EARNEST MONEY DEPOSIT (EMD) :

The BUYER has deposited a Bank Guarantee (BG) as EMD bearing No.....dated for USD (US Dollars) only in favour of SELLER. In case, BUYER fails either to forward the signed contract within 3 (three) working days after the date of issuance of contract by the SELLER, the SELLER will have the right to invoke the bank guarantee and to take action as may be deemed fit. The EMD thus submitted shall be retained by the SELLER till completion of this contract.

CLAUSE 7 BONUS / PENALTY :

Base price shall be increased by single pro-rata of the price above 63% Fe. Further, the base price shall be decreased by single pro-rata of the price for each 1% Fe below 63% upto 62% Fe fraction pro-rata. The base price shall be decreased by double pro-rata of the price for each 1% fe below 62% Fe fraction pro-rata.

There shall be no bonus or penalty for any other element (s), moisture or physical specifications.

CLAUSE 8 PAYMENT :

Within 10 (ten) working days from the date of issuance of Sale Contract by the SELLER but before nomination of the vessel, 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 SELLER/beneficiaries (**MMTC Limited, MMTC Bhavan, Port Area, P.B. No.132, Visakhapatnam – 530035**) to cover 100% value of the cargo based on load port results with tolerance for quantity and value as per contract from any of the top 50 banks (ranked on **22nd January, 2016** 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 Indian 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, Overseas Branch, Sreekanya Buildings, 9-1-57, Ramatalkies Road, Opp. Swarna Bharathi Indoor Stadium, Resapuvanipalem, Asilmetta, Visakhapatnam, Andhra Pradesh 530 016 (India) CC Account No. 10308090583, SWIFT SBINBB123, Fax No. +91 891 2552269, IFSC Code SBIN0008974, Tel No. 0891-2755473.

The opening bank shall also add that the Telex/SWIFT is operating instrument and no further confirmation is required. The L/C shall allow negotiation of documents for 100% shipment value within 21 days after Bill of Lading date at the counter of beneficiary bank. Notice of readiness (NOR) shall be accepted only on receipt of workable L/C through SBI Visakhapatnam and completion of pre-shipment formalities with Customs/Port authorities.

Pre-shipment documents shall be processed by MMTC only after receipt of workable L/C or receipt of 100% shipment value (with 10% positive tolerance) to the bank account mentioned above. 100% shipment value shall be quantity (WMT) x price x 110%.

In case after shipment, 100% invoice value is more than the advance received by the SELLER, differential value will be collected on Cash Against Documents (CAD) method. Similarly, if 100% Invoice value is less than the advance received by the SELLER, SELLER shall remit the overdrawn value within 15 days after shipment or within seven days after receipt of debit note from the BUYER, whichever is later.

The BUYER shall nominate suitable vessel in such a manner that SELLER gets 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 TT reimbursement within two 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. L/C instrument is subject to UCPDC600.

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

CLAUSE 9 DOCUMENTS :

SELLER shall provide BUYER through negotiating and opening banks with the following documents :-

- i) Complete set of "Clean on Board" shipped Bill of Lading made out to order, blank endorsed marked "freight payable as per charter party" notifying at the port of destination.
- ii) Invoice in 5 (five) copies indicating the contract number, L/C number, name of carrying vessel.
- iii) Copy of e-mail or Fax or telex advising shipment according to **Clause 14** of this contract.
- iv) Certificate of Quality and Certificate of Weight of contracted goods in five copies each issued by **Mitra S. K. Private Limited / SUPCO**. Certificate of quality to show actual result of the test of chemical composition and all other tests called for in this contract.
- v) Certificate of Origin (One Original and three copies) to be endorsed / issued by Chamber of Commerce in India and detailing loaded quantity, commodity, carrying vessel and exporter's name and address.
- vi) Beneficiary's certificate certifying that they sent to BUYER by fax one set of documents including Bill of Lading, Invoice, Certificate of quality, Certificate of Weight and Certificate of Origin within seven working days after Bill of Lading date and by courier service the aforesaid documents including the Non-Negotiable copy of Bill of Lading within seven working days after Bill of Lading date.
- vii) To be distributed to the negotiating bank (original), i) 3 copies, ii) 3 copies, iii) 1 copy, iv) 3 copies, v) 3 copies. Vi) 1 copy

viii) To be distributed to the BUYER by fax first and then sent by air mail, (duplicate) i) 2 non-negotiable copies, ii) 2 copies, iii) 2 copies, iv) 2 copies, v) 2 copies (all non-negotiable copies).

CLAUSE 10 WEIGHMENT :

At the loading port SELLER at SELLER's expenses shall determine the weight of shipment of ore by draft survey. The weight of ore as ascertained and certified together with **Mitra S. K. Private Limited / SUPCO's** analysis certificate shall be basis of SELLER's invoice.

The dry quantity shall be determined by deducting the free moisture referred to in **Clause 11** for such wet quantity. The buyer may at their expense appoint their representative for inspection at the loading port.

CLAUSE 11 SAMPLING AND ANALYSIS :

- i) At the loading port SELLER shall at SELLER's expense, appoint **Mitra S. K. Private Limited/SUPCO** to determine the specifications of ore content in each shipment, and shall provide a certificate showing details of the determination and also the percentage of free moisture loss at 105 degree centigrade. **Analysis submitted by the above sampler shall be binding on both the parties and will serve as basis for invoicing.**
- ii) **BUYER** if feels necessary, would depute its representative or nominate agency at their cost to witness the cargo sampling/analysis and other operations at the loading port.

CLAUSE 12 NOTIFICATION OF ARRIVAL :

BUYER shall advise SELLER at least 14 (fourteen) days in advance of the estimated date of arrival of the vessel at Visakhapatnam specifying the type of vessel and hatch division.

The BUYER shall arrange for the master of the vessel to notify SELLER 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.

CLAUSE 13 LOADING TERMS :

- a) SELLER shall deliver to BUYER in bulk, seaworthy trimmed, alongside SELLER's wharf vessel being always afloat to a maximum permissible draft, when fully loaded at the place of loading.
- b) SELLER shall load ore aboard the vessel from INNER HARBOUR MANUAL at the following rates per weather working day of 24 (twenty four) consecutive hours Saturdays, Sundays and Statutory Holidays exempted even if used.
- c) *Loading rate :*

Size of Vessel	Loading Rate PWWSEXEIU
Below 40,000 DWT	8,000 WMT
Above 40,000 DWT	10,000 WMT

Each Hatch has to be provided with working crane with a capacity of 20 MT each. In case LOA of vessel is 225 mtrs and the beam is 32.26 mtrs, the maximum permissible draft is upto 10.50 mtrs. The movement is on daylight only on tide.

- c) Notice of readiness to load shall be tendered with clean holds hatch open and ready in all respects to load at any time after vessel has arrived at loading port whether in berth or not. If the vessel is not in free pratique on arrival at the berth due to causes attributable to the vessel, then a new notice of readiness shall be tendered.
- d) Laytime for loading shall commence 12 running hours after tendering of notice of readiness unless used, in which case, actual time used to count. In case loading has to be interrupted due to reasons of responsibility of the vessel, such time lost shall not count as laytime.
- e) *Demurrage/Despatch* :

Demurrage/despatch at the loading port shall be calculated in accordance with following schedule :-

<i>Size of vessel</i>	<i>Demurrage per 24 hours day (prorata or part)</i>
Any Size of vessel	US\$ 2,000
However, in case the vessel incurs demurrage of more than US\$20,000/- , the total demurrage for the vessel shall be restricted to the maximum of US\$ 20,000/- .	

Despatch will be half of the demurrage rate. Anytime necessarily required by a vessel with draft, when fully loaded upto permissible draft, at the place of loading, at the port of Vizag, after completion of loading, the wait for the tide before sailing from seller's wharf shall be counted as time used in calculating demurrage/despatch money.

Demurrage/despatch money shall be calculated by BUYER or SELLER within 20 (twenty) days after the vessel sailing from the loading port. BUYER and SELLER shall make all efforts to agree and confirm laytime calculation statement as soon as possible, if SELLER's calculation of demurrage/despatch cannot be confirmed or without any response from BUYER within 5 (five) days of the date of calculation, the demurrage/despatch amount calculated by SELLER will be regarded as final.

BUYER shall pay despatch money to SELLER and demurrage by SELLER to BUYER by telegraphic transfer in US Currency for each shipment within seven working days after the mutual confirmation of respective laydays statement and after receiving final calculation of laytime statement along with original signed debit note from BUYER or SELLER.

CLAUSE 14 ADVISE OF SHIPMENT :

SELLER shall, upon completion of loading, advise BUYER within one working day by cable/telex/fax/email of the contract number, name of vessel, name of commodity, approximate invoice value, gross weight and loading date.

CLAUSE 15 INSURANCE :

To be covered by BUYER from the time ore is loaded on board the vessel. For this purpose SELLER shall advise BUYER by fax/email before the loading of the vessel starts and immediately after completion of the loading of the cargo.

CLAUSE 16 NON-DELIVERY :

Notwithstanding **Clause 2** hereinabove, in the event of failure to effect or to take

delivery as provided in this contract due to cause(s) for which SELLER or 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.

CLAUSE 17 DEFAULT :

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

CLAUSE 18 FORCE MAJEURE :

If at any time during the existence of this contract either party is unable to perform whole or in part any obligation under this contract, because of war, hostility, military operation of any character, civil commotion, sabotage, quarantine restriction, acts of Government, fire, floods, explosions, epidemics, strikes or other labour trouble which is out of the liability control of SELLER, embargoes, then the date of fulfilment of any obligation shall be postponed during the time when such circumstances are operative.

Any waiver/extension of time in respect of the delivery of any instalment 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 exceeds 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 fulfil its obligations under the present contract must within 10 (ten) days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the circumstances preventing the performance of the contract. Certificate issued by a Chamber of Commerce or any other competent authority connected with the cause in the country of the SELLER or the BUYER shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of material will not be an excuse to the SELLER for not performing their obligations under this contract.

CLAUSE 19 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 the CMD, MMTC Limited. 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. Venue of arbitration shall be New Delhi. Only Courts in New Delhi shall have the jurisdiction over disputes in relation to and arising out of this tender.

CLAUSE 20 SPECIAL CONDITION :

It is expressly understood and agreed by and between the BUYER and SELLER that SELLER is entering into this agreement solely in 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 SELLER is an independent legal entity with power and authority to enter into contracts solely on its own behalf

under the applicable laws of India and general principles of contract law. The BUYER expressly agrees, acknowledges and understands that SELLER 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 and SELLER hereby expressly waive, release and forego any and all actions or claims including cross-claims, impleader claims or counterclaims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this contract.

CLAUSE 21 TITLE AND RISK :

The Title with respect to each shipment shall pass from SELLER to BUYER when SELLER receives reimbursement of the proceeds from the opening bank through the negotiating bank against the relative shipping documents as set forth in **Clause 9** after completion of loading on board the vessel at loading port, with effect retrospective to the time of delivery of ore.

All Risk of loss, damage or destruction in respect of the ore delivered shall pass to BUYER at the time of discharge of the Ore from the loading devices into the vessel.

CLAUSE 22 LOSS OF CARGO :

In the event of total or partial Loss / damage of cargo after completion of loading operations and before unloading, BUYER undertakes to pay SELLER for such shipment at the price agreed in **Clause 4** of this contract based on the weight of the total cargo determined in accordance with **Clause 10** hereto and the analysis performed at loading port as per **Clause 11**.

In the event of total or partial loss/damage of cargo prior to the completion of loading operations, BUYER undertakes to pay SELLER at the price agreed upon in **Clause 4** of this contract based on the weight of the cargo actually loaded onboard the vessel at the time of such loss and the analysis of the cargo in accordance with **Clause 11**.

ARTICLE 23 : VALIDATION :

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

ARTICLE 24 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 _____ 2016 are retaining one (1) copy each.

BUYER
for and on behalf of

SELLER
for and on behalf of

CHECKLIST

1. Tender Document, duly signed /stamped on all pages, as a token of acceptance of terms & conditions of the tender.
2. Documents as specified in **Clause 6 of Section-I**
3. EMD (as per format at Appendix-I)
4. Undertaking to make 100% payment through L/C(Format at Appendix-II)
5. Mandatory Information (as per Appendix-III)
6. Price Bid (as per Appendix-IV)
