

**The A.P. Mineral Development Corporation Limited
(A State Government Undertaking)**



TENDER DOCUMENT

FOR

"E-TENDER CUM E-AUCTION FOR SALE OF "DRILLING GRADE 4.25 SPECIFIC GRAVITY" BARYTES (A GRADE), "DRILLING GRADE 4.10 SPECIFIC GRAVITY" BARYTES (B GRADE) AND "C+D+W GRADE BARYTES" ON EX-MANGAMPET MINE BASIS FOR INDIAN BUYERS AND FOB BASIS FOR INTERNATIONAL BUYERS"

The A.P. Mineral Development Corporation Limited (A State Government Undertaking)	
Door No. 294/1D, 100 feet Road (Tadigadapa to Enikepadu Road), Kanuru, Vijayawada, Andhra Pradesh – 521137 Tel: +91 866 2429999, Fax: +91 866 2429977	
Nodal Officer for FoB Tender Sri T. Venkatesh GM Marketing Contact: +91 800 855 8550 Email id: gm-mktg@apmdc.ap.gov.in ; tvapmdc@yahoo.com	Nodal Officer for Indian Tender Sri M. Gopichand Naik, Addl. General Manager (Marketing) Contact: +91 800 855 8553 Email id: apmdcmarketing@gmail.com ;
Tender No.: APMDC/M&S-100/BAR-GT/17	Dated: 14th October, 2017

Tender Document Fee:

INR 50,000/- for Indian Bidders (Any/All Grades)

INR 25,000/- for Indian Bidders (Only C+D+W Grade)

USD 1500/- for International Bidders (Any/All Grades)

Note: The Tender Document Fee is non-refundable and non-transferable.

Notice Inviting Tender

**The A.P. Mineral Development Corporation Limited
(A State Government Undertaking)**

**Door No. 294/1D, 100 feet Road (Tadigadapa to Enikepadu Road), Kanuru, Vijayawada –
521137**

Tel: +91 866 2429999, Fax: +91 866 2429977

E-Mail: apmdcmarketing@gmail.com

Notice on Global e-Tender cum e-Auction for Sale of “Drilling grade 4.25 Specific Gravity” Barytes (“A Grade”) and “Drilling grade 4.10 Specific Gravity” Barytes (“B Grade”) and “C+D+W Grade” Barytes.

Tender No: APMDC/M&S-100/BAR-GT/17 dated 14th October, 2017

The Andhra Pradesh Mineral Development Corporation (APMDC) intends to sell:

- a. About 700,000 Metric Tonnes of “Drilling grade 4.25 SG” Barytes (A Grade), about 200,000 Metric Tonnes of “Drilling grade 4.10 SG” Barytes (B Grade) and about 800,000 Metric tonnes of “C+D+W Grade” Barytes lumps on **Ex-Mangampet** Barytes mine / stockyard basis (Near Rly. Kodur, Kadapa District, AP, India) for export / captive consumption for oil well drilling in India / abroad for **buyers registered in India** for a period of **one year**. C+D+W Grade Barytes is sold on as is where is and no complaint basis.
- b. About 150,000 Metric Tonnes of “Drilling grade 4.25 SG” Barytes (A Grade), about 50,000 Metric Tonnes of “Drilling grade 4.10 SG” Barytes (B Grade)” and about 300,000 Metric tonnes of “C+D+W Grade” Barytes lumps on **FOB basis** to **buyers registered in foreign countries** for a period of **one year**. C+D+W Grade Barytes is sold on as is where is and no complaint basis.

Indian Bidders shall quote for a minimum quantity of 100,000 Metric Tonnes of “Drilling grade 4.25 SG” Barytes at a Reserve Price of INR 4000/ MT, 40,000 Metric Tonnes of “Drilling grade 4.10 SG” Barytes at a Reserve Price of INR 3000/ MT and 50,000 Metric Tonnes of C+D+W Grade” Barytes lumps on as is where is and no complaint basis at a Reserve Price of INR 1500/MT. The quantity allotted to domestic buyers shall be based upon their Auction ranking in terms of price (H1 being offered the quantity first then H2 and so on. Please refer clause 6.36).

International Bidders shall quote the FOB price for a minimum quantity of 50,000 Metric Tonnes of “Drilling grade 4.25 SG” Barytes at a Reserve Price of \$100/MT, 25,000 Metric Tonnes of “Drilling grade 4.10 SG” Barytes (B Grade)” at a Reserve Price of \$81/MT and 50,000 Metric Tonnes of C+D+W Grade” Barytes lumps on as is where is and no complaint basis at a Reserve Price of \$52/MT.

The above notified quantities will be sold by e-tender cum e-auction through MSTC Limited (A Govt. of India Enterprise). The intending Indian/International bidders shall register themselves with MSTC Ltd. (refer-Clause 6.34). Bidders can bid for A grade or B grade or C+D+W Grade or for any combination of grades based on the eligibility and payment of tender document fee and bid security amount.

The successful bids as accepted by the Corporation are valid for the entire period of one year.

The bidders also need to submit a bid security of

- INR 1.25 Crores in case of Indian Bidders and USD 190,000 in case of International Bidders for “Drilling grade 4.25 SG” Barytes.
- INR 40 Lakhs in case of Indian Bidders and USD 60,000 in case of International Bidders for “Drilling

grade 4.10 SG" Barytes.

- INR 15 lakhs in case of Indian Bidders and USD 25,000 in case if International bidders for C+D+W Grade" Barytes lumps on as is where is and no complaint basis.

The tender document for the e-tender cum e-auction can be viewed on APMDC website www.apmdc.ap.gov.in or on MSTC website www.mstcecommerce.com from 17th October, 2017 onwards. Terms and conditions, timelines etc. for participating in the e-tender cum e-auction are provided in the tender document.

Interested bidders can participate in the bidding only after payment of a non-refundable tender fee of **Indian Rupees 50,000 (Fifty Thousand Only) in case of Indian Bidders participating for A, B & C+D+W Grade Barytes, Indian Rupees 25,000 (Twenty five Thousand Only) in case of Indian bidders participating only for C+D+W Grade Barytes and USD 1500 (One thousand five hundred only) in case of International bidders for A, B & C+D+W Grade Barytes. Tender fee should be paid through RTGS / NEFT / SWIFT.** In addition, interested bidders should submit Bid Security and other required documents.

Last date for submission of Technical Bid is 14th November, 2017. Any further communications, amendments etc. shall be available ONLY on the website of APMDC and/or MSTC.

APMDC reserves the right to (i) reject any or all bids without assigning any reasons whatsoever, (ii) reschedule / postpone the bid date(s) due to any unforeseen circumstances at any stage of the bid process, (iii) cancel or annul the entire bid process without assigning any reasons whatsoever.

Ch. Venkaiah Chowdary, IRS

Vice Chairman and Managing Director

The A. P. Mineral Development Corporation Limited

Schedule of Bidding Process

Sl. No.	Event Description	Date
1.	Publication of notice inviting tender in newspaper and on the APMDC website	14 th October, 2017
2.	Posting of tender document on APMDC website & MSTC website and Commencement of registration with MSTC	17 th October, 2017
3.	Last date of receiving queries from Bidders	Before 15:00 hours IST, 27 th October, 2017
4.	Pre-bid conference for registered bidders	At 15:00 Hours IST, 30 th October, 2017
5.	Responses to queries by APMDC	1 st November, 2017
6.	Technical Bid due date	On or before 15:00 Hours IST, 14 th November, 2017
7.	Announcement of the Technically Qualified Bidders	17 th November, 2017
8.	Date of e-tender cum e-auction	20 th November, 2017 Starting 16:00 Hours IST Scheduled Closing time 19:00 Hours IST

Note:

- In case any of the dates fall on a holiday/ Sunday, the date will automatically shift to the next working day.

Salient features of the Tender document

Sl. No.	Parameter	Details
1	Reserve Price for Indian Bidders <i>on Ex-Mangampet Barytes mine/stockyard basis exclusive of statutory levies and taxes as applicable</i>	<p>Drilling grade 4.25 SG Barytes lumps: INR 4000 per tonne</p> <p>Drilling grade 4.10 SG Barytes lumps: INR 3000 per tonne</p> <p>C+D+W grade Barytes lumps on as is where is and no compliant basis: INR 1500 per tonne</p>
2	Minimum Quantity for Indian Bidders	<p>Drilling grade 4.25 SG Barytes lumps: 1,00,000 MTs</p> <p>Drilling grade 4.10 SG Barytes lumps: 40,000 MTs</p> <p>C+D+W grade Barytes lumps on as is where is and no compliant basis: 50,000 MTs</p>
3	Reserve Price for International Bidders* <i>On FoB Basis (loaded on ships)</i>	<p>Drilling grade 4.25 SG Barytes lumps US Dollars 100 per Tonne</p> <p>Drilling grade 4.10 SG Barytes lumps US Dollars 81 per Tonne</p> <p>C+D+W grade Barytes lumps on as is where is and no compliant basis US Dollars 52 per Tonne</p>
4	Minimum Quantity for International Bidders	<p>Drilling grade 4.25 SG Barytes lumps 50,000 MTs</p> <p>Drilling grade 4.10 SG Barytes lumps 25,000 MTs</p> <p>C+D+W grade Barytes lumps on as is where is and no compliant basis 50,000 MTs</p>
5	Tender Document Fee	<p>INR 50,000 in case of Indian Bidders for A, B & C+D+W Barytes</p> <p>INR 25,000 in case of Indian Bidder for only C+D+W Barytes</p> <p>USD 1500 in case of International Bidders for A, B & C+D+W Grade Barytes</p>

6	Amount of Bid Security	<p>A Grade Barytes: INR 1.25 Crore for Indian Bidders USD 190,000 for International Bidders</p> <p>B Grade Barytes: INR 40 Lakhs for Indian Bidders USD 60,000 for International Bidders</p> <p>C+D+W Grade Barytes: INR 15 lakhs for Indian Bidders USD 25,000 for International Bidders</p>
7	Amount of Performance Security	10% of the value of the contract
8	Premium on Quality	<p>Drilling grade 4.25 SG (A Grade) Barytes: Premium of 0.75% of the sale price per MT for every 0.01 unit increase in specific gravity over and above 4.25, fractions <i>pro-rata</i>. Price reduction by 0.75% for every 0.01 decrease in specific gravity below 4.25 (and up to 4.20), fraction <i>pro-rata</i></p> <p>Drilling grade 4.10 SG (B Grade) Barytes: Premium of 0.75% of the sale price per MT for every 0.01 unit increase in specific gravity over and above 4.10 (and below 4.20), fractions <i>pro-rata</i>.</p>
9	Price Review	Review of the Barytes contract prices and Quality Premium for Drilling grade 4.25 SG (A Grade), Drilling grade 4.10 SG (B Grade) and C+D+W Grade” Barytes lumps” for both Indian Bidders and International Bidders after 6 months. in line with the prevailing international market conditions (refer clause 6.25)
10	Allocation of quantity to the bidders	Tendered quantity shall be distributed based on ranking of the bidders (H1 to H5) by offering maximum available quantity (ceiling 60% of tendered quantity) to the bidders in that order. (Refer clause 6.36.i)
11	Quantity Incentive/Discounts	<p>5% quantity incentive to a largest Indian buyer in each grade (Except for B Grade) provided the buyer has lifted at least 40% of the total offered quantity (called “cut-off” quantity).</p> <p>Quantity incentive refers to providing extra quantity at no price (Refer clause 6.23.vi)</p>
12	Nodal Officer	<p>For FOB Tenders: Mr. T. Venkatesh GM Marketing Mobile: +91 800 855 8550</p> <p>For Domestic Tenders: Mr. M. Gopichand Naik, Addl. General Manager (Marketing)</p>

		Mobile: +91 8008558553
13	E-mail address for submitting pre-bid queries	<p>For FOB Tenders: gm-mktg@apmdc.ap.gov.in; tvapmdc@yahoo.com</p> <p>For Domestic Tenders: apmdcmktg@gmail.com;</p>
14	Address of the Corporation	<p>Door No. 294/1D, 100 feet Road (Tadigadapa to Enikepadu Road), Kanuru, Vijayawada – 521137</p> <p>Tel: +91 866 2429999, Fax: +91 866 2429977</p>
15	MSTC Contact	<p>Name: Ms. K Rama Contact No: +91 9989719979 E-Mail: krama@mstcindia.co.in</p> <p>Name: Sri J.Ganesh Niranjan,CM Contact No.: +91 866-2581331, +91 9748949481 E-Mail: gnjayakumar@mstcindia.co.in</p> <p>http://www.mstcecommerce.com/</p>
16	Venue for pre-bid meeting	APMDC Office at Vijayawada
17	Tender No.	APMDC/M&S-100/BAR-GT/17

*Highest FOB Price quoted by International Bidders will be evaluated vis-à-vis the highest equivalent Bid Price by Domestic Bidders on the basis of Ex-Mangampet Mine for the same grade. If such highest FOB price is not in the best interest of the APMDC, it reserves the right to cancel International tenders.

Table of Contents

1. Disclaimer	9
2. Definitions	10
3. Introduction of APMDC	12
4. Eligibility Criteria	13
5. Pre-bid conference	15
6. Terms and Conditions	16
ANNEXURE – 1	43
FORMAT OF COVERING LETTER (on letterhead of the Bidder)	43
ANNEXURE – 2	45
FORMAT OF DETAILS OF BIDDER (On letterhead of bidder)	45
ANNEXURE 3 (On letterhead of bidder)	46
FORMAT OF STATEMENT DETAILING EXPORTS	46
ANNEXURE-4 (On letterhead of bidder)	49
FORMAT FOR ESTABLISHING FINANCIAL CAPACITY EXPERIENCE	49
ANNEXURE-5 (On letterhead of bidder)	52
FORMAT FOR ESTABLISHING FINANCIAL CAPACITY EXPERIENCE	52
ANNEXURE – 6	55
FORMAT FOR PERFORMANCE BANK GUARANTEE	55
ANNEXURE-7	57
PROFORMA AGREEMENT for Indian Bidder	57
ANNEXURE 8	68
Document Checklist	68

1. Disclaimer

The Information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of APMDC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer by APMDC to the prospective Bidders or any other person. The purpose of this Tender is to provide interested Bidders with information that may be useful to them in making their Bids/Proposals pursuant to this Tender. This tender may not be appropriate for all persons, and it is not possible for APMDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender.

APMDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any statement or information contained therein or deemed to form part of this Tender or arising in any way for participation in the Bidding Process.

APMDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

APMDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

The issue of this tender document does not imply that APMDC is bound to select a bidder. APMDC reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.

Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by APMDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder

This Tender Document is not transferable. The price paid by the Bidder for the Tender Document shall not be refunded.

2. Definitions

The following definitions apply to this Tender Document, unless the context otherwise requires:

- 2.1. **“A Grade Barytes”** – refer definition of “Barytes Grades”.
- 2.2. **“Affiliates”** with respect to a Company, means a Company in which that other Company has a significant influence, but which is not a subsidiary Company of the Company having such influence and includes a Joint Venture Company. For the purposes of this clause, "significant influence" means control of at least twenty per cent of total share capital, or of business decisions under an agreement.
- 2.3. **“Applicable Law”** shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.
- 2.4. **“Authorized Signatory”** shall mean the individual representing a Bidder who has been duly authorized on behalf of such Bidder to execute and submit the Bid in accordance with the terms hereof.
- 2.5. **“B Grade Barytes”** – refer definition of “Barytes Grades”.
- 2.6. **“Barytes Grades”** refers to the specific gravity of Barytes to be supplied by APMDC. APMDC mines Barytes of various grades (specific gravity) namely A Grade, B Grade and C+D+W Grade. **“A Grade Barytes”** refers to the specific gravity of 4.20 and above and under this tender A Grade Barytes with average specific gravity of 4.25 is offered. **“B Grade Barytes”** refers to the specific gravity of 4.10 and above. **“C+D+W Grade Barytes”** refers to the specific gravity below 4.10 and includes some waste material. The C+D+W Grade Barytes are offered on as is where is and no complaint basis and the specific gravity of the same is not guaranteed. Clause 6.26.vi shall apply in this regard.
- 2.7. **“Bidder”** means a person/company/firm who has purchased this Tender Document, and the expression Bidders shall include all such persons.
- 2.8. **“Bid Due Date”** means the date on which the Technical Bid is required to be submitted in accordance with tender conditions.
- 2.9. **“Bid Security”** means bid security as referred to in Clause 6.22.
- 2.10. **“C+D+W Grade Barytes”** – refer definition of “Barytes Grades”

- 2.11. **“Corporation”** shall mean The Andhra Pradesh Mineral Development Corporation Ltd. (APMDC). These terms along with APMDC or The A. P. Mineral Development Corporation or A. P. Mineral Development Corporation are interchangeably used in this document
- 2.12. **“E-Auction”** means E-tender cum E-Auction
- 2.13. **“FOB”** shall mean “Free on Board” either on Chennai Port or Krishnapatnam Port in India
- 2.14. **“Holding Company”** shall have the meaning as ascribed to it under the Companies Act 2013.
- 2.15. **“Performance Security Deposit”** means a deposit (in the form of cash, DD and/or bank guarantee) towards faithful performance by the successful bidders towards the contractual obligations.
- 2.16. **“Subsidiary Company”** shall have the meaning as ascribed to it under the Companies /Act 2013.
- 2.17. **“Tender Document”** means this tender document together with the schedules and documents referred herein and any addenda to this Tender Document.
- 2.18. **“Satisfactory Performance”** – refer Annexure 7 clause 17.i.b.(3).
- 2.19. **“SG”** or **“Sp. Gr.”** shall mean Specific Gravity of Barytes
- 2.20. **“Successful Bidders”** shall be as per clause 6.36 (i)
- 2.21. **“Unsuccessful Bidders”** shall be as per clause 6.36 (i)

3. Introduction of APMDC

The Andhra Pradesh Mineral Development Corporation Ltd. (“**APMDC**” or the “**Corporation**”) is a fully owned undertaking of the Government of Andhra Pradesh. It was incorporated on 24 February 1961 under the Companies Act 1956.

APMDC is engaged in commercial exploitation of various minerals. APMDC is playing a pro-active role in the exploitation of valuable mineral resources and in the development of mineral based industries & mining infrastructure in the state of Andhra Pradesh. APMDC is set to undertake several innovative and definitive measures in this regard.

The Corporation is India's largest producer and supplier of Barytes since 1975 from its mines situated in Mangampet Village, Kadapa District of A.P., India. This Barytes deposit is the single largest deposit in the world and accounts for 95% of the Indian Reserves. The quality of Barytes Mineral extracted from the mine is renowned globally for its Oil Drilling Grade and other applications.

APMDC's mining lease for Barytes spreads over an extent of 225.05 Ha at Mangampet village, Obulavaripalli Mandal. The mining operations at Mangampet are being carried out in eco-friendly manner by following the rules and regulations issued by the various statutory bodies from time to time like IBM, DGMS and APPCB.

The Andhra Pradesh Mineral Development Corporation Limited (APMDC Ltd.) has an existing production capacity of 3 Million Tonnes per annum. APMDC has implemented Boom-barrier/ RFID tracking system to effectively manage grade wise stockyard and dispatch.

This Tender Document is being issued by APMDC, for sale of “Drilling grade 4.25 Specific Gravity” Barytes (“A Grade”), “Drilling grade 4.10 Specific Gravity” Barytes (“B Grade”) and C+D+W Grade” Barytes lumps on Ex-Mangampet Mine in Kadapa District, Andhra Pradesh, India for Indian buyers and on FOB basis for International Buyers.

4. Eligibility Criteria

4.1 For International Bidders – intending to bid for any/all Grade of Barytes:

- i. The Bidder should be a Registered Partnership Firm or a Body Corporate incorporated and registered with appropriate Statutory Bodies under the applicable laws.
- ii. The Bidder should be an importer / exporter of minerals and should have imported/ exported mineral(s) during any 2 of the last three financial years (ending 31st December 2014, 2015 & 2016 or 2014-15, 2015-16 & 2016-17 as the case may be).
- iii. The Bidder should have an Average Annual Turnover of **USD 4.55 Million** during any two of the last three financial years (ending 31st December 2014, 2015 & 2016 or 2014-15, 2015-16 & 2016-17 as the case may be) and should have an average annual import / export turnover of **USD 1 Million** during the last three financial years (ending 31st December 2014, 2015 & 2016 or 2014-15, 2015-16 & 2016-17 as the case may be).
- iv. The Bidder should have a minimum net worth of **USD 1.55 Million** at the close of the preceding financial year i.e. year ending in 2016 or 2016-17.

Note: The requirement of Export of Mineral(s) and Export Turnover is exempted for companies in oil/gas exploration value chain if the Barytes purchased are exclusively used for captive consumption. A self-declaration from the Bidder shall be submitted to this effect. In case the financials are not available for the latest year (2016 or 2016-17), the financials of previous 3 consecutive years shall be considered.

4.2 For Indian Bidders – intending to bid for any/all Grade of Barytes:

- i. The Bidder may be a Registered Partnership Firm or a body corporate incorporated and registered under the Companies Act, 1956/ 2013.
- ii. The Bidder should be an exporter of minerals and should have exported mineral(s) at least during any two of the last three financial years (i.e. 2014-2015, 2015-2016 & 2016-17).
- iii. The Bidder should have an average annual turnover of **INR 30 Crores** during any two of the last three financial years (i.e. 2014-15, 2015-16 & 2016-17) and should have an average annual export turnover of **INR 5 Crores** during the last three financial years (i.e. 2014-15, 2015-16 & 2016-17).
- iv. The Bidder should have a minimum net worth of **INR 10 Crores** at the close of the preceding financial year i.e. 2016-17.

Note: The requirement of Export of Mineral(s) and Export Turnover is exempted for Oil Companies and their subsidiaries in India/ abroad if the Barytes purchased are exclusively used for captive consumption. A self-declaration from the Bidder shall be submitted to this effect. In case the financials are not available for the latest year (2016 or 2016-17), the financials of previous 3 consecutive years shall be considered.

4.3 For Indian Bidders – intending to bid for ONLY for C+D+W Grade of Barytes:

- i. The Bidder should be a proprietorship or a Registered Partnership Firm or a Body Corporate incorporated and registered with appropriate Statutory Bodies under the applicable laws.
- ii. The bidder should be a mineral exporter or a trader in minerals or buyer/consumer of Barytes or must have a pulverizing unit for minerals. The bidder shall submit a proof to this effect.
- iii. The bidder should have an average Annual turnover of not less than INR 2.5 Crores during any two of the last 3 financial years

4.4 The Bidder shall submit the following documentary evidence to this effect:

- i. Importer Exporter Code (IEC) in case of Indian Bidders / Registration with appropriate Statutory Bodies under applicable laws for import / export of minerals in case of International Bidders.
- ii. The Bidder shall submit Audited Annual Reports for the last 3 (three) financial years. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the Auditor / Statutory Auditor shall certify the same (along with the reasons). In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Bidder may also refer to the note below. The Bidder shall submit a certificate from the Statutory Auditor in the format prescribed in Annexure 4 in respect of Indian Bidders and Annexure 5 in respect of International Bidders.
- iii. The Bidder shall furnish a statement detailing the imports/ exports year-wise and mineral-wise including quantity and value and also the destinations of such imports/ exports duly certified by the Statutory Auditor and countersigned by the Authorized Signatory of the Bidder in the format prescribed in Annexure 3.
- iv. All Documents as outlined in Clause 6.13

Note:

- 1) In the event the accounts for the latest financial year (i.e. 2016-17) are not audited, the same may be indicated by the Auditor/ Statutory Auditor (with reasons) in the Certificate along with the details for the immediately preceding financial year (i.e. 2015-16). For example, in the case of turnover, if the accounts for the latest financial year (i.e. 2016-17) are not audited, the annual average turnover and annual average export turnover (in case of International Bidders, it can be annual average import / export turnover) must be demonstrated in the three preceding years i.e. 2013-14, 2014-15 & 2015-16).
- 2) For computing the experience and financial capability under clause 4.1, 4.2 & 4.3 above, the experience and financial capability of their respective Associates would not be considered eligible

5. Pre-bid conference

- 5.1 Bidders may seek clarifications or request further information regarding this Tender Document.
- 5.2 Any queries or requests for additional information concerning this Tender Document may be sent by e-mail to the Corporation at apmdcmarketing@gmail.com (Domestic/Indian Tenders) or gm-mktg@apmdc.ap.gov.in / tvapmdc@yahoo.com (FOB Tender).
- 5.3 The email should clearly bear the following subject line: "Queries/Request for Additional Information under Tender no. APMDC/M&S-100/BAR-GT/17 for sale of Barytes".
- 5.4 Each query should contain complete details of facts, information and Applicable Law relevant to the query and also the particulars of the person or Company posing the query. The Corporation reserves the right to not answer any query, including any query which is incomplete or anonymous.
- 5.5 The queries should be emailed on or before the due date specified for receiving queries.
- 5.6 The Corporation shall endeavor to respond to the queries within the period specified. However, the Corporation reserves the right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this Tender Document shall be taken or read as compelling or requiring the Corporation to respond to any question or to provide any clarification.
- 5.7 The Corporation shall upload the responses/ clarifications for queries on the APMDC website. The source of the query will not be mentioned.
- 5.8 A maximum of two representatives of each Bidder shall be allowed to participate in pre bid conference on production of duly issued authorization letter from the Bidder and proof of identity documents. During the course of pre-bid conference(s), the Bidders may seek additional clarifications and make suggestions for consideration of the Corporation.
- 5.9 The Corporation shall endeavor to provide clarifications and such further information, as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive tender process.
- 5.10 The Corporation may also on its own, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Corporation shall be deemed to be part of the Tender Document. Provided however, that any non-written clarifications and information provided by the Corporation, its employees, consultants/advisors or representatives in any manner whatsoever shall not in any way or manner be binding on the Corporation.

5.11 The Corporation reserves the right to reschedule or cancel the pre-bid conference due to unforeseen circumstances with prior intimation to the Bidders.

6. Terms and Conditions

- 6.1 The Andhra Pradesh Mineral Development Corporation Limited (APMDC) intends to sell about 700,000 Metric Tonnes of “Drilling grade 4.25 SG” Barytes (“A Grade” Barytes), about 200,000 Metric Tonnes of “Drilling grade 4.10 SG” Barytes (“B Grade” Barytes) and about 800,000 Metric tonnes of C+D+W Grade” Barytes lumps (C+D+W Grade Barytes on as is where is and no complaint basis) on Ex-Mangampet Barytes mine/ stockyard basis (Near Rly. Kodur, Kadapa District, A.P., India) to **buyers registered in India** for export purpose/ captive consumption of oil well drilling in India/ abroad. APMDC also intends to sell about 150,000 Metric Tonnes of “Drilling grade 4.25 SG” Barytes (“A Grade” Barytes), 50,000 Metric Tonnes of “Drilling grade 4.10 SG” Barytes (“B Grade” Barytes) and about 300,000 Metric tonnes of C+D+W Grade” Barytes lumps (C+D+W Grade Barytes on as is where is and no complaint basis) on FOB basis to **buyers registered in foreign countries ONLY**. The period would be twelve months from the date of entering into the contract(s). The bids are invited on the basis of competitive bidding through e-tender cum e-auction conducted by MSTC Limited (A Govt. of India Enterprise) India, through website (www.mstcecommerce.com).
- 6.1.1 In case of Indian buyers, the material will be sold on Ex-Mangampet mine / stockyard basis
- 6.1.2 In case of International buyers, the material will be sold on FOB basis. The responsibility of APMDC will be up to FOB level only (i.e. material loaded on ship along with necessary documentation) and the corporation shall not be responsible for the delivery activities/processes after FOB level. The vessels/ship to carry material under the contract shall be chartered by the Buyer to the Seller.
- 6.2 The word SELLER/ PRINCIPAL/ APMDC wherever appearing means The Andhra Pradesh Mineral Development Corporation Limited or its authorized representatives.
- 6.3 The word MSTC wherever appearing means the MSTC Limited, Vijayawada, India hereinafter referred to as SELLING AGENT OF SELLER.
- 6.4 The word E-Auction wherever appearing means e-Tender cum e-Auction.
- 6.5 The word Technical Bid wherever appearing means:
- 6.5.1 Payment of Tender Document fee as per clause 6.11
- 6.5.2 Payment of Bid Security as per clause 6.22
- 6.5.3 All the bids submission documents and certificates as per clauses 4 & 6.13, including annexures to the tender document duly filled in and any other submissions required

under the tender.

- 6.6 The word SG or Sp. Gr. wherever appearing means Specific Gravity.
- 6.7 The word BIDDER wherever appearing means Company or Registered Partnership Firm or a Body Corporate which is interested in participating and purchasing the Barytes put up for sale in this e-Tender cum e-Auction. The Bidder shall be a single entity. Consortium of Bidders is not permitted.
- 6.8 The word PURCHASER(S)/ BUYER(S)/ SUCCESSFUL BIDDER(S) wherever appearing means Partnership firm(s) or Company(s) whose rate has been accepted by the SELLER and the sale order/ acceptance letter has been issued in their favor.
- 6.9 The Sale will be governed by all the Terms & Conditions of the Tender Document.
- 6.9.1 Further, the Sale will be governed by the Special Terms & Conditions (STC) and Annexures displayed on the "Live" e-Auction Floor (and not under Forthcoming Auctions) as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of E-Auction Registration with MSTC. The STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC's/ APMDC's sole discretion at least one day before the start of e-Auction. Bidders should therefore download the STC displayed only under "View Live Auctions". The BSTC and GTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on NEW USER. Participation in the e-Auction shall be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the conditions of STC, BSTC and GTC. In case of any conflict between the STC, GTC and BSTC, the STC shall prevail. To clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC, GTC and BSTC as the case may be.
- 6.10 E-Auction opening time, closing time and other dates & times mentioned in the e-auction catalogue shall be the Indian Standard Time (IST) only.

6.11 Tender Document Fee:

Bidders are required to remit non-refundable and non-transferable tender document fee in favor of The A. P. Mineral Development Corporation Limited. Given below are the details of Tender Document Fee as per the bidder category and Grade of Barytes for which bidders intend to participate in the tender.

Bidder Category	Barytes Grade	Tender Fee
Indian Bidders	Any/All Grades	INR 50,000 (Fifty Thousand Only)
Indian Bidders	Only C+D+W Grade	INR 25,000 (Twenty five Thousand Only)
International Bidders	Any/All Grades	USD 1500 (One Thousand & Five Hundred Only)

Tender document fee may be received either in form of DD / PO or through RTGS / NEFT / SWIFT transfers. Document fee may be remitted through RTGS/ NEFT/ SWIFT as follows:

6.11.1 For US Dollar payments for International Bidders, the details for making remittances to the APMDC's Account are given below:

1.	ABA	021000089
	or Swift	CITIUS33
2.	BANK NAME	CITI BANK N. A., NEWYORK
3.	BANK ADDRESS	111, WALL STREET, 16 th FLOOR, NY 10005
4.	STATE ZIP	NEWYORK 10005
5.	ACCOUNT TO CREDIT	36153818
6.	NAME ON ACCOUNT	ANDHRA BANK, ID, MUMBAI.
		SWIFT: ANDBINBB
7.	FURTHER CREDIT TO	ANDHRA BANK, TADIGADAPA, VIJAYAWADA
8.	ACCOUNT NUMBER	053411100003509
9.	NAME OF THE BENEFICIARY	A P MINERAL DEVELOPMENT CORPORATION LTD.

6.11.2 For INR payments for Indian Bidders, the details for making remittances to the APMDC's Account are given below:

1.	Name of the Beneficiary	A P MINERAL DEVELOPMENT CORPORATION LTD.
2.	Account Number	053411100003509
3.	IFS CODE	ANDB0001193
4.	Name of the Bank and Branch	Andhra Bank, Tadigadapa, Vijayawada

NOTE: BANK TRANSFER CHARGES EITHER WAY WOULD BE ON BIDDER'S ACCOUNT ONLY.

6.11.3 The Bidders who have remitted the tender document fee through RTGS / NEFT / SWIFT

should communicate APMDC, Vijayawada in writing through mail / fax along with UTR Number, failing which they will not be allowed to participate in the e-auction. In any case, the Tender Document Fee received either through DD/ PO or RTGS / NEFT / SWIFT transfers after the Technical Bid due date as above will not be accepted and Bidders will not be allowed for participating in e-auctions. It is to be noted that no payment by any third party on behalf of the bidder/bidders shall be accepted. The Tender document fee is non-transferable.

6.11.4 Prospective Bidders may download the Tender document from the APMDC website: www.apmdc.ap.gov.in or from MSTC website: www.mstcecommerce.com. In such case, the above mentioned fee should be made as part of the Eligibility submissions along with Bid Security. The Tender Document Fee is Non Refundable.

6.12 The Bidders who are interested to purchase “Drilling grade 4.25 SG (A Grade) Barytes”, “Drilling grade 4.10 SG (B Grade) Barytes” and C+D+W Grade Barytes” (C+D+W on as is where is and no complaint basis) lumps through e-auction should get themselves registered with MSTC as a buyer for e-auction at least 2 (two) working days prior to the last date and time of submission of Technical Bids i.e. 15:00 hours IST on 14th November, 2017. The training will be provided for the representatives of the registered buyers as per the bidder’s requirement on any date with prior appointment from MSTC at any of its offices in India.

(A) [CLICK HERE FOR REGISTRATION PROCEDURE – INDIAN BUYERS/ BIDDERS](#)

(B) [CLICK HERE FOR REGISTRATION PROCEDURE – INTERNATIONAL BUYERS/ BIDDERS](#)

6.13 The prospective/ intending bidders who intend to participate in e-auction should comply with the following:

I. KYC Norms: These documents should be uploaded on MSTC. Also, a copy of the same should be submitted to APMDC as part of the tender._

a) For International Bidders:

- (i) Details of Bank Account and confirmation thereof by the Bank along with attested signature of contact person.
- (ii) Cancelled cheque from their bank account(s) to be submitted
- (iii) Partnership Deed and Registration Certificate of the Partnership Firm

- (iv) Certification of Registration or Certificate of Incorporation of the Company
- (v) Articles of Association and Memorandum of Association of the company
- (vi) For countries not having a system of registration, Letter of introduction from the Bidder's local Chamber of Commerce (where the business is situated) to be forwarded to MSTC through Indian Consulate/ Embassy of the Bidder's country.

b) For Indian Bidders:

- (i) PAN Card
- (ii) GSTIN & GST Registration Certificate
- (iii) Cancelled cheque from their Bank account(s) to be submitted
- (iv) Partnership Deed and Registration Certificate of the Partnership Firm
- (v) Certificate of Registration or Certificate of Incorporation of the Company

II. The Bidders should submit the Covering Letter as per the format in Annexure 1 and Details of the Bidders as per the format in Annexure 2 on the letterhead of the Bidder.

III. Submission of documents under Technical Bids:

i. International Bidders:

All documents required as per this Tender document (refer clause 4.4) including Annexures 1, 2, 3, 5 & 8, KYC Documents (refer 6.13 I) and audited annual reports for last 3 years along with proof of payment of Tender Document Fee and Bid Security shall be uploaded into the website of MSTC by Technical Bid due date & time. Regarding Annual Reports, the bidders are required to upload into the website of MSTC by Technical Bid due date & time, only the following extracts from the audited annual reports for the last three (3) financial years:

- a) Auditor's Report
- b) Balance sheet.
- c) Statement of profit and loss.
- d) Schedules to balance sheet and statement of profit and loss.
- e) Notes forming part of the financial statements.

Note: The international bidders are required to submit the complete audited annual reports for

the last 3 years along with the other documents and proof of payment of tender document fee and Bid Security in original to APMDC within one week from the date of uploading the documents by the bidders. The submission of the documents should be in original in a sealed envelope addressed to the Vice-Chairman and Managing Director of the APMDC at the address on the first page of the tender document super scribing "submission of Technical Bid under Tender No: APMDC/M&S-100/BAR-GT/17 due at 15.00 hours on 14th November, 2017".

ii. Indian Bidders:

- a. All documents required as per this Tender document (refer clause 4.4) including Annexures 1, 2, 3, 4 & 8, KYC Documents (refer 6.13 I) and audited annual reports for last 3 years along with proof of payment of Tender Document Fee and Bid Security shall be uploaded on the MSTC website and also shall be submitted in original (by technical due date & time) in a sealed envelope addressed to the Vice-Chairman and Managing Director of the APMDC at the address on the first page of the tender document super scribing "submission of Technical Bid under Tender No: APMDC/M&S-100/BAR-GT/17 due at 15.00 hours on 14th November, 2017".

Note: Regarding annual reports, the bidders are required to upload into the website of MSTC by Technical Bid due date & time, only the following extracts from the audited annual reports for the last three (3) financial years:

- a) Auditor's Report
- b) Balance sheet.
- c) Statement of profit and loss.
- d) Schedules to balance sheet and statement of profit and loss.
- e) Notes forming part of the financial statements.

APMDC is not responsible for the transit delays/ transit loss in submission of the Technical Bid.

Bidders who submit the Technical Bid in person shall obtain acknowledgement from the office of the Nodal Officer during the office hours on working days.

6.14 Conflict of Interest:

A Bidder shall not have any conflict of interest (the "Conflict of Interest") that affects the Bidding

Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, APMDC shall forfeit the Bid Security or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to APMDC for, inter alia, the time, cost and effort of APMDC, including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to APMDC hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) The Bidder and any other Bidder who have common controlling shareholding or other ownership interest; where the direct or indirect shareholding is more than 20 per cent of total share capital of such Bidder; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Companies Act, 2013. Disqualification shall also not apply to any ownership by central or state government; or
- (ii) Such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder; or
- (iii) Such Bidder has the same legal representative for purposes of this Tender as any other Bidder; or
- (iv) Such Bidder has a relationship with another Bidder directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

Please refer the note given below for the above points (i) to (iv).

- (v) Such Bidder has participated as a consultant to APMDC in the preparation of any documents, design or technical specifications in relation to this Tender; or
- (vi) If any legal, financial or technical advisor of APMDC in relation to this Tender is engaged by the Bidder as the case may be, in any manner for matters related to or incidental to this Tender.

Notes:

Provided such conflict of Interest (above points i to iv) shall not apply in the case where

one Bidder is applying for “FOB basis” only (i.e. International Bidder) and the other Bidder is applying for “Ex-Mine basis” only (i.e. Indian Bidder).

Provided such conflict of Interest (above points i to iv) shall not apply in the case where one Bidder is applying for “Drilling grade 4.25 SG (A Grade) Barytes” only and the other Bidder is applying for “Drilling grade 4.10 SG (B Grade) Barytes” or “C+D+W Grade” Barytes only.

6.15 Amendment of Tender Document:

- (i) At any time prior to the e-auction due date, APMDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of Addenda/Corrigenda.
- (ii) Any Addendum/Corrigendum issued hereunder shall be posted on the website of MSTC at www.mstcecommerce.com and/or APMDC at <http://www.apmdc.ap.gov.in/>
- (iii) In order to afford the Bidders a reasonable time for taking an Addendum/Corrigendum into account, or for any other reason, APMDC may, in its sole discretion, extend the Technical Bid or the e-auction due date, if required.
- (iv) APMDC also reserves the right to modify or alter the Tender Document and also to withdraw or cancel the Bidding Process at any stage without providing any reason whatsoever.

6.16 CONTACT PERSONS:

(A) APMDC

1. For FOB Tender:

Name of the Contact Person: Mr. T. Venkatesh, GM Marketing

Contact: +91 800 855 8550

Email id: gm-mktg@apmdc.ap.gov.in; tvapmdc@yahoo.com

2. For Domestic Tender:

Name of the Contact Person: Mr. M. Gopichand Naik, Addl. General Manager (Mktg)

Contact No.: +91 8008558553

E-Mail: apmdcmarketing@gmail.com; apmdcltd@gmail.com

(B) For MSTC E-Auction Bidding Queries

Name of the Contact Person: Ms. K Rama

Contact No: +91 9989719979

E-Mail: krama@mstcindia.co.in

Name of the Contact Person: Sri J.Ganesh Niranjan,CM

Contact No.: +91 866-2581331, +91 9748949481

E-Mail: gnjayakumar@mstcindia.co.in

Office Address: MSTC Limited,, #7-130, 1st floor, BSNL, Telephone Exchange Building,
near Krishnaveni talent School, Poranki, Vijayawada – 521137

- 6.17 APMDC reserves the right to stop/ postpone/ cancel the e-auction at any stage without assigning any reason thereof.
- 6.18 APMDC reserves the right to accept or reject the highest rate offered in the e-auction without assigning any reasons thereof.
- 6.19 APMDC/MSTC reserves right to modify/alter/cancel/omit any of the above mentioned Terms and Conditions pertaining to the e-auctions as and when required. The Seller reserves the right to add/delete/change/modify any or all the general conditions mentioned in the e-auction schedule including this document and the said addition/deletion/changes/modifications shall be incorporated in the agreement to be entered into with the bidders / bidder irrespective of e-auction conditions mentioned in the notice inviting e-auction or in the e-auction schedule or the same shall be incorporated in a form of codicil as the case may be and the same will be binding on the Bidder/Buyer without any recourse.
- 6.20 The e-auction accepting authority, the Vice Chairman & Managing Director, APMDC, reserves the right either to accept or reject any or all e-auctions without assigning any reason. In this regard the decision of Vice Chairman & Managing Director, APMDC shall be final and binding on the bidder without any recourse. Further, it is understood by all the parties to the e-auction and is specifically accepted by the bidder when the bidder files the e-auction before APMDC, that the acceptance or rejection of the e-auction by APMDC, or methodology adopted by APMDC in shortlisting the companies for the sale of “Drilling grade 4.25 SG (A Grade) Barytes” and/or “Drilling grade 4.10 SG (B Grade) Barytes” and/or “C+D+W Grade Barytes” lumps., on e-auction platform shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injunction, Direction etc.,

from the Hon'ble court or courts to stall the proceedings. In the event of any dispute arising out of the e-auction such dispute would be subject to the jurisdiction of the civil courts within local limits of Vijayawada.

6.21 E-auction by defaulter or minor or insolvent or black listed bidders or Bidders, their Directors/ Promoters/ Major Shareholders where criminal cases are instituted:

The Bid submitted by a bidder, who owes dues to the APMDC or who is a minor or who is declared as an insolvent or who has been convicted by a court of law for offences involving moral turpitude, or who has been black listed by APMDC or any other government entity, shall be treated as invalid, and Bid Security or performance security deposit submitted shall be forfeited to APMDC.

6.22 Bid Security:

The Bidders shall submit a Bid Security as per the details given below in the form of DD / PO or through RTGS/ NEFT/ SWIFT. APMDC shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. No payment by Third Party on behalf of the Bidder shall be accepted. No Bidder is exempted from the requirement of paying the Bid Security for participation in the bid process.

Given below are the details of the Bid Security as per the bidder category and Grade of Barytes for which bidders intend to participate in the tender.

	Bid Security	
Barytes Grade	Indian Bidder	International Bidder
A Grade	INR 1.25 Crores	USD 190,000
B Grade	INR 40 Lakhs	USD 60,000
C+D+W Grade	INR 15 Lakhs	USD 25,000

a) For Indian Rupees payments by Indian Bidder(s): The Indian Bidder(s) who intend to participate in e-tender cum e-auction should remit bid security to the APMDC's Account as per the details provided in section 6.11.2.

b) For US Dollar payments by International Bidders, the details for making remittances of the bid security to the APMDC's Account are given in section 6.11.1:

Bank transfer charges either way would be on bidder's account only.

The Bidders who have remitted the Bid Security through RTGS/NEFT/SWIFT should communicate the

same to APMDC Limited, Vijayawada in writing through Mail/Fax along with UTR Number, failing which they will not be allowed to participate in the e-auction. In any case, the Bid Security received either through DD/ PO or RTGS/NEFT transfers after the Technical Bid due date as above will not be accepted and the bids of such Bidders shall not be considered for evaluation. It is to be noted that no payment by any third party on behalf of the bidder/bidders shall be accepted.

- I. APMDC shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- II. No relaxation or adjustment against any deposit/credit balance of any kind on Bid Security shall be given to any Bidder.
- III. The Bid Security shall be forfeited without prejudice to any other right or remedy that may be available to the APMDC under the Tender Document and/or otherwise, under, inter alia, the following condition:
 - (a) If a Bidder varies/modifies the Bid during the Bid validity period and any extension thereof as agreed between the Bidder and APMDC; or
 - (b) If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 6.42 of this Tender Document; or
 - (c) If a Bidder fails to submit the price bid/ participate in the e-tender cum e-auction after qualifying in the Technical Bid; or
 - (d) If a Bidder withdraws its bid during the period of bid validity as specified in this Tender Document or as extended by mutual consent of the respective Bidder(s) and APMDC; or
 - (e) In the case of Successful Bidder, if it fails within the specified time limit to furnish the Performance Security and make payment of Upfront Payment within the period prescribed in this Tender Document; or
 - (f) If a bidder does not accept the Letter of Award (LoA) or fails to sign the Contract or abide by any other terms and conditions of the LoA
- IV. In respect of Successful Bidder(s), the Bid Security amount submitted by them will be adjusted against Performance Security Deposit (PSD) in case PSD is given through cash or DD. Alternately, Bid Security will be refunded after submission of irrevocable Performance Bank

Guarantee (PBG) of 100% value.

- V. Under the normal circumstances the Bid Security of the unsuccessful Bidders will be returned within 30 days from the date of signing the contract(s) with successful Bidders. However, APMDC may adopt such procedure as it may deem fit under the circumstances for the return and timing of return of Bid Security to the unsuccessful Bidders.

6.23 Minimum Quantity

i. **Submission**

- A. Indian Bidders are required to submit their Bid for purchase on ex-Mangampet mine basis of a minimum quantity of 100,000 MTs in respect of "Drilling grade 4.25 SG (A Grade) Barytes" or minimum quantity of 40,000 MTs in respect of "Drilling grade 4.10 SG (B Grade) Barytes" or a minimum quantity of 50,000 MTs in respect of "C+D+W Grade Barytes" lumps. C+D+W Grade is supplied on as is where is and no complaint basis.
- B. International Bidders are required to submit their Bid for purchase on FOB basis of a minimum quantity of 50,000 MTs in respect of "Drilling grade 4.25 SG (A Grade) Barytes" or a minimum quantity of 25,000 MTs in respect of "Drilling grade 4.10 SG (B Grade) Barytes" or a minimum quantity of 50,000 MTs in respect of "C+D+W Grade Barytes" lumps. C+D+W Grade is provided from the stock on as is where is and no complaint basis and the responsibility of APMDC shall only be up to FoB level.

- ii. Indian Bidders/ International Bidders participating in this e-tender cum e-auction imply that they are quoting for the minimum quantities as above.

iii. **Distribution of offered quantity:**

- A. Indian Bidders: APMDC shall distribute the Offered quantity of about 700,000 MTs of "Drilling grade 4.25 SG (A Grade) Barytes", 200,000 MTs of "Drilling grade 4.10 SG (B Grade) Barytes" and 800,000 MTs of "C+D+W Grade Barytes" lumps (C+D+W Grade on as is where is and no complaint basis) among successful Bidders **based upon their e-Auction ranking and availability of the material** subject to all the successful bidders matching H1 (highest) prices (See clause 6.36).
- B. International Bidders: APMDC shall distribute the Offered quantity of about 150,000 MTs of "Drilling grade 4.25 SG (A Grade) Barytes", 50,000 MTs of "Drilling grade 4.10 SG (B Grade) Barytes" and 300,000 MTs of "C+D+W Grade Barytes" lumps (C+D+W Grade on as is where is and no complaint basis) **as deemed fit**, subject to all the successful bidders matching H1 (highest) prices.

iv. **Payment terms:**

- A. Payment for every delivery shall be made in advance to APMDC. Alternatively, International Bidder shall establish from first class international bank (acceptable to APMDC) an irrevocable, confirmed and without recourse to drawer workable Letter of Credit at sight for the full value with the tolerance for quantity and value of the material supplied by APMDC. APMDC reserves the right to reject Letter of Credit from certain banks without assigning any reason.

VC & MD, APMDC may provide any relaxation in payment terms to Indian bidders, at his own discretion.

- B. APMDC will provide a delivery schedule every month in advance and intimate the same to the Buyers. APMDC will supply the material within 30 days of the advance payment. In case the corporation is not able to supply the material for 30 days, the corporation shall return the payments received for the undelivered quantity on the request of the buyer.
- C. In case there is a backlog at the end of month, APMDC will clear the backlog. Only after clearing the backlog, the next month's supplies will be carried out. In case the Buyers do not lift the backlog quantity, APMDC shall be free to sell the quantities in outside market.
- D. In the event that either party is rendered physically unable by a Force Majeure event to supply or lift the agreed quantities, no penalty will be applicable and the contract period will be extended by a period equal to the period of the Force Majeure event. The term Force Majeure event shall mean any acts of God, war, civil riots/ movements, fire directly affecting the contract, flood, mine inundation, earthquakes, hurricane, lockouts, strikes, civil war, compliance with any statute, regulation, rules, order or notification of Government etc. (Please refer to clause 21 of the pro-forma agreement attached in Annexure 7).
- E. However, in case the force majeure period extends beyond a period of 90 days, both the parties shall meet and decide on the further course of action.

v. **Supply of drilling grade 4.25 SG (A grade) in lieu of drilling grade 4.10 SG (B grade)**

In the event of non-availability of production of B grade Barytes due to geological reasons, etc, in a particular month(s), APMDC at its discretion shall offer A grade Barytes to the Buyer(s) for such period subject to availability of A grade Barytes and also subject to consent of the Buyer(s) to the sale price and premium as fixed by the APMDC.

vi. **Quantity Incentive/Discount**

APMDC shall provide 5% quantity incentive to a largest buyer in each grade (Except for B Grade) provided the buyer has lifted at least 40% of the total offered quantity (called "cut-off" quantity). This provision of Quantity incentive shall apply only for Indian bidders quoting on Ex-Mangampet mine basis. Quantity incentive refers to providing extra quantity at no price.

The details of cut-off quantity & discount is as follows.

Barytes Grade	Cut-off Quantity (in Tonnes)	Quantity Discount (in Tonnes)
A Grade	2,80,000	14,000
B Grade	Quantity Discount not applicable	-
C+D+W Grade	3,20,000	16,000

Following conditions shall apply in case of quantity incentive/discount:

- A. The Buyer shall bear all the statutory levies and taxes in regards to such quantity discount.
- B. The Buyer must have entered in to a contract with the Corporation for an amount at least equal to the cut-off quantity.
- C. Quantity discount shall be awarded only when the buyer has actually lifted the cut-off quantity.
- D. For the purpose of lifting cut-off quantity, a period of maximum 12 months shall be considered. Even if the tender duration is extended for other bidders for any reason, any such extension of period shall not be applicable for consideration of cut-off quantity lifted (i.e. cut-off quantity must be lifted within the period of maximum 12 months irrespective of any extension, etc)
- E. In case buyer has assigned any quantity to other buyers, this quantity shall not be considered for the calculation of cut-off quantity lifted.
- F. In case buyer has applied for other Grades of Barytes, his performance in all other grades should be at least 'satisfactory performance' i.e. equal to or more than 90% of the agreement quantity (Refer Annexure 7 Pro forma Agreement, Clause 17).
- G. The decision of the Corporation shall be final in regard to the quantity incentive.

6.24 Reserve Price

- i. The qualified Indian Bidders shall quote on the MSTC website their per Metric Tonne quote / offer for "Drilling grade 4.25 SG (A Grade) Barytes", "Drilling grade 4.10 SG (B Grade) Barytes" and "C+D+W Grade Barytes" lumps (C+D+W Grade on as is where is and no complaint basis) at which they desire to purchase the Barytes exclusive of applicable taxes, statutory levies, etc. The international bidders shall quote on FOB basis. Online Bidding shall be done by Indian Bidders in Indian Rupees and International Bidders in US Dollars.

In case of Indian Bidders, applicable levies, duties and taxes (including GST on Seigniorage), etc. during the pendency of the contract will be charged extra as per the extant rates on the date of dispatch. In the event of any increase in the existing statutory levies, duties and taxes, etc., the same shall be borne by the Successful Bidder(s). Similarly, in case of imposition of any additional levies, duties and taxes, etc. or change in tax structure by the Government of India/ Government of Andhra Pradesh/ local bodies/ etc., the same shall be borne by the Successful Bidder(s) from the date made effective by the respective authorities (whether before or after tender publication date).

This aspect of change / addition of statutory levies, duties and taxes are not applicable to the international bidders except in case of price review as per the clause 6.25.

- ii. The Reserve Price to be quoted by Indian Bidders for "Drilling grade 4.25 SG (A Grade) Barytes" shall be INR 4000/ MT, loose on Ex-Mangampet mine basis exclusive of statutory levies, taxes, etc. and as per the terms and conditions of the Tender document.
- iii. The Reserve Price to be quoted by Indian Bidders for "Drilling grade 4.10 SG (B Grade) Barytes" shall be INR 3000/MT, loose on Ex-Mangampet mine/stockyard basis exclusive of statutory levies, taxes, etc. and as per the terms and conditions of the Tender document.
- iv. The Reserve Price to be quoted by Indian Bidders for "C+D+W Grade Barytes" lumps on as is where is and no complaint basis shall be INR 1500/MT, loose on Ex-Mangampet mine/stockyard basis exclusive of statutory levies, taxes, etc. and as per the terms and conditions of the Tender document.

- v. The reserve price to be quoted by International Bidders for “Drilling grade 4.25 SG (A Grade) Barytes” shall be USD 100/MT, on FOB Basis (material loaded on ship along with necessary documentation), as per the terms and conditions of the Tender Document.
- vi. The reserve price to be quoted by International Bidders for “Drilling grade 4.10 SG (B Grade) Barytes” shall be USD 81/MT, on FOB Basis (material loaded on ship along with necessary documentation), as per the terms and conditions of the Tender Document.
- vii. The reserve price to be quoted by International Bidders for “C+D+W Grade Barytes” lumps on as is and no complaint basis shall be USD 52/MT on FOB basis (material loaded on ship along with necessary documentation), as per the terms and conditions of the Tender Document.
- viii. The highest FOB Price quoted by International Bidders for “Drilling grade 4.25 SG (A Grade) Barytes”, “Drilling grade 4.10 SG (B Grade) Barytes” and “C+D+W Grade Barytes” lumps will be evaluated vis-à-vis the highest equivalent Bid Price for the respective grade by Domestic/Indian Bidders on the basis of Ex-Mangampet Mine. If such highest FOB price is not in the interest of the APMDC, it reserves the right to cancel International tenders without assigning any reason whatsoever.
- ix. For Indian Buyers, the price quoted must be net per metric tonne (MT) in loose on the basis of Drilling grade 4.25 SG (A Grade) Barytes, Drilling grade 4.10 SG (B Grade) Barytes and C+D+W Grade Barytes” lumps exclusive of statutory levies like Seigniorage and Cess payable to the Government and GST if any on Ex-Mangampet Barytes mine/ stockyard basis. In addition an amount equivalent to 30% of the Seigniorage shall be payable for Drilling grade 4.25 SG (A Grade) Barytes, Drilling grade 4.10 SG (B Grade) Barytes and C+D+W Grade Barytes” lumps towards District Mineral Foundation (DMF), 2% of Seigniorage as contribution to Mineral Exploration, Research and Innovation Trust (MERIT) and 18% GST on Seigniorage Fee.
- x. For international bidders, the price quoted will be per metric tonne on FOB basis only.
- xi. The Contract Price as calculated in Clause 6.24 xiii, given below, shall not, under any circumstances, be less than the Price quoted by the H1 Bidder as per this Tender.
- xii. The Contract Price for Indian buyers shall also be adjusted in the event of official Rupee devaluation by the RBI/ GOI.
- xiii. For Indian Bidders, the Contract Price is exclusive of the Seigniorage fee, GST on Seigniorage and other statutory levies, duties and taxes etc, which shall be payable by the Buyer, at actuals. The present seigniorage fee is Rs. 400/- per metric tonne for 4.25 Grade Barytes, Rs. 310/- per metric tonne for 4.10 Grade Barytes and Rs. 200/- per metric tonne for C+D+W Grade Barytes”. Similarly, in case of imposition of any additional levies, duties and taxes, etc, or change in tax structure by the Government of India/ Government of Andhra Pradesh/ local bodies or any other statutory bodies, etc, the same shall be borne by the Successful Bidder(s) from the date made effective by the respective authorities even such date (s) falls on or before the date of e-tender and signing of the contracts.
- xiv. For International Bidders, the Contract Price will be the FOB price which is inclusive of all the statutory levies and all other charges incurred till the port.
- xv. The Buyer shall have to comply with all the Applicable Laws, rules, regulations and amendments thereon from time to time, including the Foreign Exchange Management Act, 1999 along with any amendments/updates if any and any other laws/regulations as may be applicable in relation to the said transactions.

6.25 Review of Barytes Contract Prices & Quality Premium

APMDC shall review the Barytes contract prices for Drilling grade 4.25 SG (A Grade), Drilling grade 4.10 SG (B Grade) and C+D+W Grade Barytes” lumps for both Indian Bidders and International Bidders after 6 months. APMDC may accordingly increase or decrease the price and quality premium in line with the prevailing international market conditions. The basis for price review shall be the trends in important market parameters related to the Barytes industry. Some of the examples of the market parameters are indicated below:

- i. Crude Oil Prices.
- ii. Global Rig Count Data.
- iii. Exchange Rate fluctuations (USD – INR).
- iv. Any changes or addition of statutory levies, taxes, etc.
- v. Barytes FOB prices of other countries obtained through market research
- vi. Barytes Market & Price analysis reports from a reputed Third Party Consulting Agency.
- vii. Discussion with Barytes Buyers.

The Board of APMDC shall review the trends in aforementioned parameters including the report of the Third Party Consulting Agency and issue price and quality premium ((refer clause 6.24 & 6.27) revisions accordingly. The decision of the board of APMDC shall be final in this regard and binding on the buyers.

6.26 Quality

- i. APMDC shall supply “Drilling grade 4.25 SG (A Grade) Barytes” and will maintain average SG of 4.25. The buyers shall be obligated to lift the quantities even if the material is lesser than 4.25 SG. APMDC will provide higher grade material to compensate for the lower grade material to the Buyers in the same month so as to maintain an average of 4.25 SG grade in the month. Barytes supplied by APMDC shall be in lots each of 2,000 MTs to 5,000 MTs or monthly drawal quantity.

However, if APMDC is not able to produce high quality (4.25) Barytes due to geological reasons (which is not envisaged as of now), the quality of material supplied will be subject to the availability of the material.

- ii. “Drilling grade 4.10 SG (B Grade) Barytes” supplied by the Corporation shall be with minimum 4.10 SG and below 4.20 SG on an average for monthly drawl quantity.
- iii. APMDC shall supply C+D+W Grade Barytes” on “as is where is and No Complaint Basis” only. APMDC shall not give any guarantee regarding quality of C+D+W Barytes. Further Sorting & Segregation will not be permitted in the mine premises. The bidder shall have to satisfy himself on enquiry of the lots as to what they contain and make his/her/their offer accordingly. No complaints regarding quality will be entertained for the material sold once the bid is accepted.

- iv. APMDC stacks Barytes of various grades produced in the mine at the stockyard separately. The quality of each stack is determined by a third party inspection agency appointed by APMDC. While the material is issued/ delivered to the Buyer, the APMDC dispatches various grades in a proportion so that the entire lot of Barytes delivered to the Buyer in a month will have the agreed specific gravity (SG) on average basis.
- v. For Barytes being sold on FOB basis to International Bidders, quality check for Specific Gravity will be done at the Indian loading port by a third party inspection agency appointed by APMDC. Buyer shall depute their representative at Indian port to check the quality. The responsibility of the Corporation shall be only up to FOB level (the material loaded on ships along with necessary documentation). After FOB level, entire delivery process including quality aspects shall be the responsibility of the buyer.
- vi. **Minimum Quality Assurance:** The Corporation shall supply Barytes material with quality (specific gravity) mentioned in the tender subject to availability of the same. In case of deviation in quality, price shall be adjusted as per the clause 6.27. However, **under NO circumstances**, the quality of A Grade Barytes shall go below 4.20 Sp. Gr. and quality of B Grade Barytes shall go below 4.10 Sp. Gr.

6.27 Premium on Quality for A Grade and B Grade Barytes

- i. In case of Drilling grade 4.25 SG (A Grade) Barytes: The Buyers are required to pay a premium of 0.75% of the sale price per MT for every 0.01 unit increase in specific gravity over and above 4.25, fractions *pro-rata*. Similarly, in case average grade is below 4.25 SG, price shall be reduced by 0.75% for every 0.01 decrease in specific gravity below 4.25 (and up to 4.20), fraction *pro-rata*
- ii. In case of Drilling grade 4.10 SG (B Grade) Barytes: The Buyers are required to pay a premium of 0.75% of the sale price per MT for every 0.01 unit increase in specific gravity over and above 4.10 (and below 4.20), fractions *pro-rata*.

6.28 Preparation and Submission of Technical Bid :

- (i) The Technical Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. For supporting documents and printed literature executed and issued overseas, the document shall also have to be validated by the Indian Embassy and notarized in the jurisdiction where the document is being issued. However, the documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- (ii) The Technical Bid submissions shall be typed or written in indelible ink and signed by the

authorized signatory of the Bidder who shall also initial each page. The Technical Bid submissions written in pencil will not be valid. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Technical Bid submissions shall be initialed by the person(s) signing the Bid submissions. The Bid submissions shall also **contain page numbers**.

- (iii) The Technical Bid submissions and accompanying information shall be complete and strictly as per the requirements in the Tender Document.
- (iv) Erasing and overwriting shall be avoided in the Technical Bid submissions. If any corrections are to be made, the part to be corrected shall be neatly written duly attesting the correction.
- (v) The Technical Bid submissions shall be duly signed by an authorized person/an Officer of the bidder's organization with the firm's seal. Bidder shall clearly indicate their legal constitution and the person signing the Bid submissions shall state his capacity and also the source of his ability to bind the bidder. The power of attorney shall be uploaded along with the accompanying documents. APMDC may reject, outright any Bid unsupported by the adequate proof of the signatory's authority (Power of attorney/Board Resolution). The decision of APMDC in this connection is final and binding on the bidder.
- (vi) With regard to procedure of submission of the Technical Bid please refer to clause 6.13.

6.29 E-Auction Due Date:

- (i) E-tender cum e-auction date for Drilling grade 4.25 SG (A Grade) Barytes, Drilling grade 4.10 SG (B Grade) Barytes and C+D+W Grade Barytes lumps shall be as per the schedule given in the beginning of this document. E-tender cum e-auction for all the grades shall be held on the same auction.
- (ii) APMDC, at its sole discretion, may extend the e-Auction Due Date by issuing an Addendum.
- (iii) The Technical Bid submissions shall be done before the due date and time mentioned in clause 6.13.III.

6.30 Rejection of Bids:

- (i) Notwithstanding anything contained in this Tender document, APMDC reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (ii) APMDC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

6.31 Validity of Bids:

- (i) The tender shall be kept valid for up to 90 (ninety) days from the date of closing of e-auction (exclusive of date of e-auction) and shall not be withdrawn on or after submission of the tenders till expiry of the validity period or any extension thereof.
- (ii) The validity of Bids may be extended by mutual consent of the respective Bidders and APMDC.
- (iii) Any loss of period on account of orders of any competent court shall not count towards this period.

6.32 Confidentiality:

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising APMDC in relation to or matters arising out of, or concerning the Bidding Process. APMDC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. APMDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or APMDC or as may be required by law or in connection with any legal process.

6.33 Correspondence with the Bidder:

APMDC shall not entertain any correspondence from any Bidder in relation to the Bids submitted by

them or the Bid Process or acceptance or rejection of any Bid.

6.34 Clarification in respect of incomplete offers:

APMDC has to finalize the tender within a limited time schedule. Therefore it may not be feasible in all cases for APMDC to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to tender terms and conditions.

6.35 Bidding Process:

- (i) The Bidders who meet the minimum eligibility criteria as per clause 4, submit the tender document fee as per clause 6.11 and submit the Bid Security as per clause 6.22 shall be considered to be eligible for the next stage of the selection process i.e. e-auction (e-tender cum e-auction).
- (ii) APMDC will inform the shortlisted/ eligible Bidders to participate in the e-Tender cum e-Auction process by uploading the list of qualified bidders on the APMDC website and/or MSTC.
- (iii) Only the shortlisted/ eligible /qualified Bidders can participate in e-tender or e-auction or both for the particular grade of Barytes as per the payment of tender document fee, bid security, eligibility criteria & option of bidder to participate in the particular grade.
- (iv) For Indian Bidders, the bid value shall be the basic price of the material exclusive of all applicable levies, duties, taxes etc., in INR per MT. For International Bidders, the bid value shall be on FOB basis and in USD. The bidders shall quote in per MT basis only.
- (v) Each grade, "Drilling grade 4.25 SG (A Grade) Barytes", "Drilling grade 4.10 SG (B Grade) Barytes" and "C+D+W Grade Barytes" is separate for bidding. Bidders have to bid separately for each grade.
- (vi) Procedure to participate in Global e-tender cum e-auction:
 - a. Open website www.mstcecommerce.com,
 - b. Click on "E-Auction" tab on the left side of the page and select "E-Auction for Govt. of AP & Telangana",
 - c. Then Enter using your User ID and password and Select "Buyer" from the drop down box,

- d. Click on “View Details”,
- e. Click on “View Live Auctions”,
- f. Select “APMDC e-Tender cum e-Auction Number APMDC/M&S-100/BAR-GT/17”.
- g. On clicking on the auction number, the system will prompt a pop-up message for selecting either e-tender or e-auction. Bidder may select accordingly as per his choice and follow the procedure for e-tender and/ or e-auction as detailed below:

(vii) Procedure to participate in e-tender:

The e-tender form for bidding will appear with all details. Now, you can type your bid against the grade of your choice and click on “BID” button to submit your bid. Once a bid is registered against a grade, the “BID” button against that grade will get disabled and you cannot bid against the same grade again. To view your bid, you may click on the link “Your Bid” and see the bid and bid date and time, e-tender opening time & closing time, mentioned in the e-tender cum e-auction catalogue may be treated as Indian Standard Time (IST) only. The e-tender will not be appearing during the extended e-auction time. Indian Bidders can submit bid amount in e-tender with Reserve Price or Reserve Price plus any amount in multiples of INR 25/- (INR twenty five only) per MT for A and B Grade Barytes, and INR 10/- (INR ten only) for C+D+W grade Barytes. International Bidders can submit bid amount in e-tender with increment in multiples of USD 1 (One Dollar) per MT for A & B grade Barytes and USD 0.2 (Twenty US Cents) for C+D+W Grade Barytes.

(viii) Procedure to participate in e-auction:

To participate in e-Auction, choose e-Auction as your mode of bidding. The auction floor will open up with relevant details. Bidding is to be done grade wise per MT.

E-Auction period will be of 3 (three) hours duration subject to automatic extension. If any valid bid is received in less than 8 minutes before closing time, closing time will automatically extend up to last bid time plus 8 minutes, thus giving enough opportunity to others to revise their bids on that e-auction. The process will continue. The e-auction will close at a time when there will be no bid for consecutive 8 minutes. During the normal and extended period of e-auction, Indian bidders can increase bid amount in e-auction by a minimum of INR 25 (INR twenty five only) per MT for A and B Grade Barytes, and INR 10/- (INR ten only) for C+D+W grade Barytes. International bidders can increase bid amount by a minimum of USD 1 (One Dollar) per MT for A & B grade Barytes and USD 0.2 (Twenty US Cents) for C+D+W Grade Barytes.

(ix) **The bidder has to compulsorily submit the price bid by participating either in the E-Auction or E-Tender. Failure to do so shall lead to forfeiture of Bid Security as per Clause 6.22 III (c)**

(x) Seller/MSTC will not provide any computer terminal for bidders and it is the whole responsibility of the bidders to arrange the same themselves.

6.36 E-Auction Result/Status:

(i) It must be personally seen by the Bidders online through the link "E-auction Lot Status" immediately after closing of e-auction which will be displayed up to 7 (Seven) days from the date of closing of e-auction (excluding the date of closing of e-auction). After closing of e-tender and e-Auction, an evaluation list of Bidders will be prepared in the order of ranking as overall H1 (Highest Bidder), H2 (second highest) and so on from both e-tender and e-auction, whichever higher. APMDC shall distribute the Offered quantity among the Bidders (maximum up to 5 bidders, i.e. H1, H2, H3, H4 & H5) based upon their e-Tender cum e-Auction ranking and subject to availability of the material provided all the successful Bidders match their quoted prices with that of H1 Bidder. The H1 bidder shall be offered to take the complete permissible quantity (i.e. 60% of the total offered quantity). The remaining quantity (i.e. offered quantity less quantity accepted by H1 bidder) shall be offered to the H2 Bidder in the similar manner and so on, till entire offered (tendered) quantity is exhausted. In any case, Barytes shall be offered to maximum of 5 bidders (H1 to H5)

For illustration purpose, following scenarios are provided

- If H1 bidder accepts 50% of the offered quantity of A Grade Barytes and then H2 bidder accepts 40% of the offered quantity then H3 bidder shall be offered remaining 10% of the quantity. If H3 bidder accepts the entire 10% quantity then remaining bidders (H4 & H5) shall NOT be offered any quantity of A Grade Barytes.
- If H1 bidder accepts 40% of the offered quantity of A Grade Barytes and then H2 bidder accepts remaining 60% of the offered quantity then remaining bidders (H3, H4 & H5) shall NOT be offered any quantity of A Grade Barytes.
- If H1 bidder accepts 60% of the offered quantity of A Grade Barytes and then H2 bidder accepts remaining 40% of the offered quantity then remaining bidders (H3, H4 & H5) shall NOT be offered any quantity of A Grade Barytes.

Similar process shall be used for other grades also

The bidders who are allotted quantities through this process shall be termed as “**Successful Bidders**”. The remaining bidders who are not allotted any quantities shall be termed as “**Unsuccessful Bidders**”.

In all above scenarios, all the successful bidders shall match H1 price. In case of bidders who are not offered any quantity as indicated above, the Corporation may supply the material depending on the availability of the material provided that all such bidders match H1 price.

- (ii) Immediately after closing of e-auction, a system generated automatic “Intimation Letter” will be issued by e-mail to the H1-H5 Bidders. The Letter of Award (LOA) will be issued by APMDC to successful Bidders subject to successful bidders matching their quoted prices with that of H1 Bidder.
- (iii) APMDC reserves the right to allocate the balance quantity after allotment to the successful Bidders, if any, at its discretion at the H1 accepted rate.
- (iv) In case two or more Bidders quote the same price the ranking will be done based on the following criteria: If same rates are quoted in e-Auction as well as e-Tender which happens to be H1 then in order to consider one out of the two as H1, the Bidder who quoted the H1 rate first out of the e-Tender and e-auction will be treated as H1 and the other Bidder will be treated as H2. Similar procedure will be followed for determining the H2, H3 H4 and H5 Bidders as the case may be.
- (v) It must be noted by the H1-H5 Bidders that Intimation Letter will be issued by MSTC only for the purpose of record within the stipulated time from the closing date of e-auction. Bidders must, therefore keep a watch on their incoming e-mail for Intimation Letters. Normally no hard copy of the Intimation Letter will be issued by MSTC.
- (vi) The Letters of Award (LoA) will be issued by APMDC to the successful bidders (provided the successful bidders match the H1 price) after approval by the board of APMDC and or GoAP (Government of Andhra Pradesh) within the validity of Bids at Clause 6.31. Issue of intimation letters by MSTC shall not amount to Award of Tender /e-tender cum e-auction by APMDC and also shall not confer any right to the bidders to issue LoAs immediately on receipt of such intimation letters from MSTC.
- (vii) Depending on the availability of the Barytes material, the Corporation reserves the right to

supply the excess material (beyond the tendered / offered quantity) to any bidder, whether successful or unsuccessful.. Also, in order to ensure maximum benefit to the Corporation, the Corporation reserves the right to supply excess Barytes material (beyond the tendered / offered quantity & beyond the requirement of H1-H5 bidders) to any other interested buyer (Indian or International), depending on the availability of the material.

However any such supply (mentioned under this clause 6.36 (vii)) shall be uncertain and at the discretion of the Corporation given that the Corporation shall give priority to the successful bidders under this tender (Clause 6.36 i). The decision of the Corporation shall be final and binding in this regard

6.37 Performance Security:

(i) The Buyer(s) shall pay Performance Bank Guarantee (PBG) amounting to 10% value of quantity of Barytes offered at H1 price for period of the contract (twelve Months) and shall submit in either of the two ways as follows:

- 100% (One Hundred percent) of the Performance Security shall be furnished in the form of an unconditional and irrevocable Performance Bank Guarantee (PBG) to APMDC as per the pro-forma at Annexure 6 within 10 days from the date of acceptance of the Bid by APMDC. Indian Bidders can furnish PBG on nationalized bank. For International buyers, the Performance Bank Guarantee should be furnished on the first class international bank which is acceptable to APMDC. APMDC shall reserve the right to reject the PBG from certain banks without assigning any reason whatsoever. The PBG to be furnished by the Successful Bidder(s) to APMDC as above should be valid for a period of 12 months from the date of the contract with a claim period of 6 months from the date of expiry of the contract. Any bank charges or commission on account of furnishing the Performance Bank Guarantee shall be borne by the Successful Bidder(s) only. Failure to comply with the requirements under this clause by the Successful Bidder(s) shall lead to annulment of the contract and forfeiture of the Bid Security submitted by the successful bidders. The Performance Security as above will be returned to the Successful Bidder(s) by APMDC within 7 months from the date of expiry of the contract, on production of "no dues certificate" issued by the General Manager (Mining), Mangampet Barytes Project and an unconditional "no claim certificate" by the buyer.

OR

- 100% (One Hundred percent) of the Performance Security shall be furnished in the form of DD / PO or through RTGS/ NEFT/ SWIFT to the account details mentioned in Clause

6.11. Bank transfer charges either way would be on bidder's account only.

(ii) In respect of Successful Bidder(s), the Bid Security will be adjusted against the Performance Security Deposit (PSD) provided by the Bidder by way of Bankers cheque, demand draft or bank transfer. If Performance Security is provided in 100% Bank Guarantee, Bid Security will be returned.

(iii) The Performance Security is applicable to both Indian as well as international buyers/bidders.

6.38 Income Tax Liability:

The Bidder shall have to bear all Income Tax liability both for Corporate and Personal Tax.

6.39 Insurance:

Insurance cover for the men and machinery employed by the bidder (if any) and for material losses, damages and shortages should be borne by the Bidder only.

6.40 Black Listing:

The SELLER and/or APMDC/GoAP reserves the right to black-list, debar any bidder/buyer due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such bidder/buyer in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the bidder/buyer pursuant to the e-auction, provided however, that the SELLER and/or MSTC shall be obliged to allow an opportunity of being heard to such bidder/buyer before any order of blacklisting/ debarment could be passed. Any such order of black listing/debarment that may be passed by the SELLER and/or APMDC shall be without prejudice to other right of actions available to the SELLER and/or APMDC against the bidder/buyer under the e-auction terms and conditions.

6.41 Caution in Submission of Bid:

The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/SELLER in this regard. Hence Bidders must be careful to check (the Bid Amount/Number of "0"s/ No. of Digits/Unit of Measurement etc.) and rectify their bid (if required) before submitting their Bid into the live e-auction floor by clicking the 'Bid' Button. In case of any bid being equal to or more

than 2 (two) times the current Highest Bid for a particular Grade, this will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid. During Live e-auction, only brief details will be shown under "Grade Name" on the e-auction Floor where Bidders are required to bid. The complete "Item Details" can be seen by the Bidders by clicking on the respective Item hyperlinked under Grade Name and it shall be the responsibility of the Bidders to see the "Item Details" before bidding and no representation / complaint in this regard will be entertained by MSTC / Seller from the Bidders.

6.42 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standards of ethics during the tender process. Notwithstanding anything to the contrary contained herein, APMDC may reject a bid, without being liable in any manner whatsoever to the Bidder, if the Corporation determines that the Bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the tender process. In such an event, the Corporation shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Corporation under the Tender Document and/ or otherwise.

Without prejudice to the rights of the Corporation hereinabove and the rights and remedies which the Corporation may have if a Bidder is found to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice during the tender process, such Bidder shall not be eligible to participate in any Tender or Tender Document issued by the Corporation during a period of 5 years from the date such Bidder is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practices, as the case may be.

For the purposes of this Tender Document, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"Corrupt Practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the tender process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Corporation who is or has been associated in any manner, directly or indirectly, with the tender process or

arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Corporation, shall be deemed to constitute influencing the actions of a person connected with the tender process); or (ii) save and except as permitted under this Tender Document, engaging in any manner whatsoever, whether during the tender process;

- (b) **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender process;
 - (c) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tender process;
 - (d) **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the Corporation with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tender process; (ii) having a conflict of interest; or (iii) violating of any Applicable Law; and
 - (e) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the tender process.
-

ANNEXURE – 1

FORMAT OF COVERING LETTER (on letterhead of the Bidder)

Date:

Place:

To

Vice Chairman & Managing Director,

The Andhra Pradesh Mineral Development Corporation Limited (APMDC),

Door No. 294/1D,

100 feet Road (Tadigadapa to Enikepadu Road),

Kanuru, Vijayawada – 521137

Tel: +91 866 2429999, Fax: +91 866 2429977

Dear Sir

- Sub: 1. Sale of “Drilling grade 4.25 SG (A Grade) Barytes”, “Drilling grade 4.10 SG (B Grade) Barytes” and “C+D+W Grade Barytes” lumps on Ex-Mangampet Barytes Mine near Rly. Kodur, Kadapa District, Andhra Pradesh, India for Indian Bidders. OR
2. Sale of “Drilling grade 4.25 SG (A Grade) Barytes”, “Drilling grade 4.10 SG (B Grade) Barytes” and “C+D+W Grade Barytes” lumps on FOB basis for International Bidders.

Ref: Global E-Tender cum E-Auction No APMDC/M&S-100/BAR-GT/17 dated 14th October, 2017.

1. We, M/s _____ (Name of the Bidder) submit herewith our Bid in respect of the Sale of “Drilling grade 4.25 SG (A Grade) Barytes” and/or “Drilling grade 4.10 SG (B Grade) Barytes” and/or “C+D+W Grade Barytes” lumps (C+D+W Grade on as is where is and no complaint basis) on Ex-Mangampet Barytes Mine near Rly Kodur, Kadapa District, Andhra Pradesh, India/ FOB basis (as the case may be) in response to the Tender document issued by APMDC under tender reference mentioned above.
2. We hereby confirm that:
- a. We have examined in detail and have understood the terms and conditions stipulated in the Tender Document and the subsequent clarifications/amendments issued by APMDC.
 - b. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the Tender, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors, omissions or commissions in our Bid.
 - c. We confirm that our Bid does not contain any conditions.
 - d. We shall make available to APMDC any additional information it may find necessary or require to supplement or authenticate the Bid.
 - e. We acknowledge the right of APMDC to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

3. We declare that:

- a. We have examined and have no reservations to the Bidding Documents, including any Addendum/ Corrigendum issued by APMDC in future; and
- b. We hereby agree to purchase and lift a quantity as given below **if we are allotted**.

Barytes Grade	Agree to Bid	Agreed Quantity (MTs)
A Grade	Yes/No	
B Grade	Yes/No	
C+D+W Grade	Yes/No	

Note: Quantities mentioned above should NOT be less than the minimum quantities provided in the beginning of this tender document (Notice Inviting Tender) otherwise bid shall not be accepted. Bidder has to ensure submission of proper documents including tender document fee, bid security as per the Grade of Barytes.

4. We do not have any conflict of interest in accordance with Clause 6.14 of Terms and Conditions.

5. We agree and undertake to :

- a. Abide by all the terms and conditions of the Tender document.
- b. Keep this offer valid up to 90 (ninety) days from the date of closing of e-auction.

6. The undersigned is the Authorized Person to submit this Document as per the Power of Attorney/Board resolution submitted along with the Bid Submissions.

For and on behalf of:

Signature:

(Authorized Representative and Signatory) Name of
the Person, Designation:
(Name and seal of the Bidder)

ANNEXURE – 2

FORMAT OF DETAILS OF BIDDER (On letterhead of bidder)

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Tender and details of the other activities if any in addition to export of Barytes/ internal consumption for oil well drilling in India/ abroad:

3. Details of the Authorized Signatory who will serve as the point of contact/ communication for APMDC:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone & Mobile Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. GSTIN (Copy of Registration Certificate to be submitted).

5. PAN Number given by Income Tax Department (Copy of PAN Card to be submitted)

For and on behalf of:
Signature:

(Authorized Representative and Signatory) Name of the
Person, Designation:
(Name and seal of the Bidder)

ANNEXURE 3 (On letterhead of bidder)

(Refer Eligibility Criteria For Bidders)

FORMAT OF STATEMENT DETAILING EXPORTS

(To Be Certified by Statutory Auditor of the Bidder)

For Indian Bidders (Other than Indian Companies in Oil and Gas Exploration Value Chain which uses Barytes for internal Consumption).

Bidders intending to bid for only C+D+W Grade shall mention details of minerals traded/sold or Barytes Purchased/consumed in place of Export

S. No.	Name of Bidder	Financial Year of Export	Name of The Minerals Exported	Quantity Exported	Value (in INR Crores)	Destination Country
1	M/s _____	FY ____				
		FY ____				
		FY ____				
		Total (1)				
2	M/s _____	FY ____				
		FY ____				
		FY ____				
		Total (2)				
Grand Total (1) + (2) + (....)						

(Contd..)

For International Bidders (Other than Companies in Oil and Gas Exploration Value Chain which uses Barytes for internal Consumption).

S. No.	Name of Bidder	Financial Year of Import/ Export	Name of The Minerals Imported/ Exported	Quantity Imported/ Exported	Value (in USD Million)	Origin/ Destination Country
1	M/s _____	FY ____				
		FY ____				
		FY ____				
		Total (1)				
2	M/s _____	FY ____				
		FY ____				
		FY ____				
		Total (2)				
Grand Total (1) + (2) + (....)						

Name of the Audit Firm:
 Registration Number of Audit Firm:
 Seal of the Audit Firm:

(Signature, Name and Designation
 of the Authorised Signatory)

Date:

Note: The Bidder shall submit the Importer Exporter Code (IEC)/ Registration with appropriate Statutory bodies under applicable laws for import/export of minerals to demonstrate experience in the export (in case of Indian Bidders) and import/ export (in case of International Bidders) of any Minerals in at least two years out of the last three financial Years (i.e. 2014, 2015 & 2016 OR 2014-2015, 2015-2016 & 2016-17 as the case may be)

ANNEXURE-4 (On letterhead of bidder)

(Refer Eligibility Criteria for Bidders)

FORMAT FOR ESTABLISHING FINANCIAL CAPACITY EXPERIENCE

(To Be Certified by Statutory Auditor of the Bidder)

For Indian Bidders ONLY

a. Annual Turnover:

(In Rs. crore)

Name of the Bidder	2016-17	2015-16	2014-15	Annual Average Turnover

b. Export Turnover:

(In Rs. crore)

Name of the Bidder	2016-17	2015-16	2014-15	Annual Average Export Turnover

c. Net worth:

(In Rs. crore)

Name of the Bidder	Net worth for the latest year (2016-17)	
	1. Subscribed and Paid-up Equity	
	2. Reserves	
	3. Revaluation reserves	
	4. Miscellaneous expenditure not written off	
	5. reserves not available for distribution to equity shareholders	
	Total Net worth (1+2-3-4-5)	

Name of the Audit Firm:

Registration Number of the Audit Firm:

Seal of the Audit Firm:

(Signature, Name and Designation
of the Authorised Signatory)

Date:

Instructions:

1. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
2. The Statutory Auditor of the Bidder should certify the Net worth, Turnover tables as mentioned above in point a, b & c.
3. *In the event the accounts for the latest financial year (i.e. 2016-17) are not audited, the same may be indicated by the Auditor/ Statutory Auditor in the Certificate with reasons along with the details for the immediately preceding financial year (i.e. 2015-16).*

In the case of Turnover, if the accounts for the latest financial year (i.e. 2016-17) are not audited, the Annual Average Turnover must be demonstrated in the three preceding years i.e. 2013-14 and 2014-15 & 2015-16).

In the case of net worth, if the accounts for the latest financial year (i.e. 2016-17) are not audited, the net worth must be demonstrated as on 31.03.2016.

ANNEXURE-5 (On letterhead of bidder)

(Refer Eligibility Criteria for Bidders)

FORMAT FOR ESTABLISHING FINANCIAL CAPACITY EXPERIENCE

(To Be Certified by Statutory Auditor of the Bidder)

For International Bidders ONLY

a. Annual Turnover:

(In USD Millions)

Name of the Bidder	2016 Or 2016-17	2015 Or 2015-16	2014 Or 2014-15	Annual Average Turnover

b. Import/ Export Turnover:

(In USD Millions)

Name of the Bidder	2016 Or 2016-17	2015 Or 2015-16	2014 Or 2014-15	Annual Average Export Turnover

c. Net worth:

(In USD Millions)

Name of the Bidder	Net worth for the latest year (2016-17)	
	1. Subscribed and Paid-up Equity	
	2. Reserves	
	3. Revaluation reserves	
	4. Miscellaneous expenditure not written off	
	5. reserves not available for distribution to equity shareholders	
	Total Net worth (1+2-3-4-5)	

Name of the Audit Firm:

Seal of the Audit Firm:

(Signature, Name and Designation
of the Authorised Signatory)

Date:

Instructions:

1. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
2. The Statutory Auditor of the Bidder should certify the Net worth, Turnover tables as mentioned above in point a, b & c.
3. *In the event the accounts for the latest financial year (i.e. 2016-17) are not audited, the same may be indicated by the Auditor/ Statutory Auditor with reason in the Certificate along with the details for the immediately preceding financial year (i.e. 2015-16).*

In the case of Turnover, if the accounts for the latest financial year (i.e. 2016-17) are not audited, the Annual Average Turnover must be demonstrated in the three preceding years i.e. 2014-15

and 2015-16 & 2016-17).

In the case of net worth, if the accounts for the latest financial year (i.e. 2016-17 or 2016) are not audited, the net worth must be demonstrated as on 31.03.2016 or as on 31.12.2015 as the case may be.

ANNEXURE – 6

FORMAT FOR PERFORMANCE BANK GUARANTEE

To

Andhra Pradesh Mineral Development Corporation Limited (APMDC),
Door No. 294/1D,
100 feet Road (Tadigadapa to Enikepadu Road),
Kanuru, Vijayawada – 521137

Dear Sirs,

1. In consideration of M/s Andhra Pradesh Mineral Development Corporation Limited (hereinafter also referred to as 'corporation'), having its Registered Office at Door No. 294/1D , 100 feet Road (Tadigadapa to Enikepadu Road), Kanuru, Vijayawada – 521137, India (hereinafter referred to as the 'Corporation') which expression shall unless repugnant to the context or meaning thereof, including all its successors, and Administrators, and Executors and and having entered into a contract dt., with M/s (hereinafter referred to as 'Buyer' which expression unless repugnant to the context or meaning thereof, shall include all the Successors, Administrators, Executors and Assigns), for purchase of MTs of “Drilling grade 4.25 SG (A Grade) Barytes” and..... MTs of “Drilling grade 4.10 SG (B Grade) Barytes” andMTs of “C+D+W Grade Barytes” lumps for a period of twelve months at Rs..... and at Rs.....per MT and at Rs.....per MT respectively and the Corporation having agreed that the Buyer shall furnish to the Corporation an irrevocable and unconditional Performance Bank Guarantee for the faithful performance of the entire contract to the extent of Rs. (Rupees only) in addition to the Performance Security paid vide Cheque No./ Demand Draft No. ____ dated ____.

We (name of the Bank with address) (hereinafter referred to as 'BANK' which expression shall unless repugnant to the context or meaning thereof, include all its successors, Administrators, Executors and Assigns) do hereby Guarantee and undertake to pay immediately on first demand in writing Rslakhs in aggregate at any time without any demur, reservation, recourse, contest, or protests, and/or without any reference to the Buyer. Any such demand made by Corporation on the Bank in respect of this Performance Bank Guarantee shall be conclusive and binding notwithstanding any differences between the Corporation and the Buyer or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. We agree that Guarantee herein contained shall be unconditional and irrevocable and shall continue to be enforceable till it is discharged by the Corporation in writing.

2. The Corporation shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the contract. The Corporation shall have fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce, or forbear to enforce, any covenants contained or implied in the contract between the Corporation and the Contractors or any other course or remedy or Security available to the Corporation. The Bank shall not be relieved of its obligations under these presents by exercise by the Corporation of its liberty with reference to matters

aforsaid or any of them or by any reason of any other Act or forbearance or any other Acts of omissions or commissions on the part of the Corporation or any other indulgence shown by the Corporation or any other matter or thing whatsoever, which under Law would, but for this provision have the effect of relieving the Bank.

3. The Bank also agrees that the Corporation at its option shall be entitled to enforce this Guarantee against the Bank as a Principle Debtor, in the first instance, without proceeding against the contractor and notwithstanding any Security or other Guarantee that the Corporation may have in relation to the Contractor's liabilities.
4. The Bank further, agrees that the Guarantee herein contained shall remain in full force during the period of the contract and 6 months thereafter.
5. We further agree that as between us and Corporation for the purpose of this Guarantee, any notice given to us by the Corporation that the money is payable by the Buyer and any amount claimed in such notice by the Corporation shall be conclusive and binding on us notwithstanding any difference between the Corporation and the Buyer, or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected/ discharged by any change in our constitution or in the constitution of the Corporation or in that of the Buyer. We also undertake not to revoke this Guarantee during its currency. This Guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Buyer and shall remain valid binding and operative against the Bank.
6. Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rs.....Lakhs (Rupees.....only) in aggregate and it shall remain in full force upto and including 6 months after unless extended further, from time to time for such period as may be instructed in writing by M/s Andhra Pradesh Mineral Development Corporation Limited, Vijayawada on whose behalf this guarantee has been given in which case it shall remain in full force upto and including 6 months after expiry of the extended period. Any claim under this Guarantee must be received by us before the expiry of 6 months fromor before the expiry of the 6 months after the expiry of extended period if any. If no such claim has been received by us within the 6 months after the said date/ extended date, the right of the Corporation under the Guarantee will cease. However, if such a claim has been received by us within and upto 6 months after the said date/extended date all the rights of the Corporation under this guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank also agrees that courts of Vijayawada shall have exclusive jurisdiction.

Dated this day of.20__.

Witness:

1.

Signature.

2.

ANNEXURE-7

PROFORMA AGREEMENT for Indian Bidder

This agreement (referred to as the "Contract") entered into on this ____day of _____, 2017 between the Andhra Pradesh Mineral Development Corporation Limited, a Company incorporated under Companies Act 1956, as amended, and having its Registered Office at Door No. 294/1D , 100 feet Road (Tadigadapa to Enikepadu Road), Kanuru, Vijayawada – 521137 represented by its Vice Chairman & Managing Director Sri Ch. Venkaiah Chowdary, IRS (+91 866 2429999, Fax: +91 866 2429977), Email: apmdcmarketing@gmail.com) (referred to as the "Corporation" which expression shall unless repugnant to the subject or context mean and include its successors, assigns and Representatives) on one part,

and

_____, a Company incorporated under Companies Act 1956/ 2013

(Hereinafter called "Buyer" which expression shall mean and include its successors, and representatives) on the other part.

- A. Whereas the Corporation invited global e-tender cum e-auction under e-tender No. APMDC /M&S-100/BAR-GT/17 dt.14th October, 2017 (referred to as the "Tender") inter alia for sale of 700,000 MTs of "Drilling grade 4.25 Specific Gravity" Barytes (A Grade), loose, on Ex-Mangampet Barytes Mine basis for a period of twelve months for export purpose and the Buyer submitted its offer dt. _____ for purchasing "Drilling grade 4.25 Specific Gravity" Barytes lumps at Rs._____-/- (Rupees _____only) per MT.
- B. The Buyer is declared as the..... bidder in the global e tender cum e auction under e tender No. APMDC /M&S-100/BAR-GT/17 dt. 14th October, 2017 and pursuant to the conditions stipulated under the tender, the corporation accepted the Buyer's offer and agreed to supply _____MTs "Drilling grade 4.25 Specific Gravity" Barytes, loose on ex- Mangampet Barytes Mine basis for a period of 12(twelve) months vide its letter No. -----, dt. -----
- C. The parties intend to enter into this Contract for sale of _____ Lakh MTs of "Drilling grade 4.25 Specific Gravity" Barytes lumps by the Corporation to the Buyer and to record the terms and conditions for the supply and purchase of the "Drilling grade 4.25 Specific Gravity" Barytes.
- D. The parties to the contract are the Corporation and the Buyer.

NOW IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

1. PURPOSE:

- i. The Buyer agrees to buy from the Corporation "Drilling grade 4.25 Specific Gravity" Barytes, lumps and the Corporation agrees to supply to the Buyer "Drilling grade 4.25 Specific Gravity" Barytes lumps, produced from the Corporation's mine in Mangampet village near Railway Kodur, Kadapa District (AP) (referred to as the "Mangampet Barytes Mine") on the terms and conditions contained in this Contract for export from India. The Buyer further undertakes that

the "Drilling grade 4.25 Specific Gravity" Barytes purchased from the Corporation will be exported by them and shall not sell the same to any individual or company or person or any other business entity in India.

- ii. The "Drilling grade 4.25 Specific Gravity" Barytes offered for supplies by the Corporation to the Buyer under this Contract is meant for servicing the export contracts or orders of the Buyer with the foreign buyers.

2. PERIOD OF THE CONTRACT:

This Contract will come into force on and from _____(referred to as the "Effective Date"). This Contract will be in force for a period of 12 (twelve) months from the Effective Date (referred to as the "Term") i.e from ____ to ____

3. COMMODITY:

The goods to be supplied and purchased under this Contract are the Indian "Drilling grade 4.25 Specific Gravity" Barytes.

4. QUANTITY:

- i. The Corporation shall supply to the Buyer, _____MTs (_____only) of "Drilling grade 4.25 Specific Gravity" Barytes lumps and the Buyer shall purchase the said quantity as per the terms of this contract. The aforesaid obligation shall be subject to prior commitments, if any, availability of stocks and production and also the requirements of the Corporation for servicing its export orders for both Barytes Lumps/ Barytes Powder and also supplies to ONGC, OIL, Barium Chemical Manufacturing Units and also Pulverising Mills etc.
- ii. The delivery of the said material will be at the stockyard, Mangampet Barytes Mine (point of lifting the material sold) and in "as is where is" condition. The Buyer shall satisfy himself of all the conditions of the material being sold, before lifting the agreed quantity, and shall not raise any objection, or demur subsequent to the sale and if required, after the completion of the procedure as specified in clause 7(b).
- iii. The Corporation reserves the right to sell the surplus quantities of "Drilling grade 4.25 Specific Gravity" Barytes in any month as deemed fit.
The decision of the Corporation is final and binding on the Buyer.
- iv. The Buyer agrees to buy a minimum of _____MTs (_____only) of "Drilling grade 4.25 Specific Gravity" Barytes per month to fulfill the obligation of purchase of _____ MT of "Drilling grade 4.25 Specific Gravity" Barytes per annum from the Corporation in terms of Clause 4 (i) of this Contract.
- v. In the event, as a result of a Force Majeure Event or due to the reasons specified in Clause 4(i) above, the Corporation fails to supply the "Drilling grade 4.25 Specific Gravity" Barytes in any month in terms of this contract, the backlog quantity will be carried forward to the succeeding month within the Term or any extended period granted in terms of the Force Majeure Clause. In case there is a backlog at the end of month, the Corporation will clear the backlog. Only after clearing the backlog, the next month's supplies will be carried out. In case the Buyers do not lift the backlog quantity, the Corporation shall be free to sell the quantities in outside market. However, the Corporation has no obligation to supply the backlog, if any, at the expiration of the Term or any extended period granted in terms of the Force Majeure

Clause.

- vi. The Buyer shall not without express consent of the Corporation, purchase Barytes with 4.25 and above specific gravity or OCMA/API specifications during the Term of this Contract from any other source in India (other than the Corporation), until the Buyer purchases the agreed quantities as per this Contract from the Corporation and unless the Corporation is not in a position to meet the requirements of the Buyer as per this Contract.

5. QUALITY:

- i. The Corporation will supply 4.25 specific gravity grade Barytes on an average to the Buyers. The Buyers shall be obligated to lift the quantities even if the material is lesser than 4.25 SG grade. The Corporation provide higher grade material to compensate for the lower grade material to the Buyers in the same month, so as to maintain an average of 4.25 SG grade for the month. Barytes supplied by APMDC shall be in lots each of 2,000 MTs to 5,000 MTs or monthly drawal quantity.

However, if APMDC is not able to produce high quality (4.25) Barytes due to geological reasons (which is not envisaged as of now), the quality of material supplied will be subject to the availability of the material.

Minimum Quality Assurance: The Corporation shall supply Barytes material with quality (specific gravity) mentioned in the tender subject to availability of the same. In case of deviation in quality, price shall be adjusted as per the clause 10 However, under NO circumstances, the quality of A Grade Barytes shall go below 4.20 Sp. Gr. and quality of B Grade Barytes (if applicable) shall go below 4.10 Sp. Gr.

- ii. It is hereby clarified that the Corporation stacks Barytes of various grades produced in the mine at the stockyard separately. The quality of each stack is determined by a third party inspection agency appointed by the Corporation. While the material is issued/ delivered to the Buyer, the Corporation dispatches various grades in a proportion so that the entire lot of Barytes delivered to the Buyer in a month will have the agreed specific gravity on average basis as in clause 5.i above.
- iii. The Buyer is required to pay a premium of 0.75% of the sale price per MT for every 0.01 unit increase in the specific gravity over and above 4.25, fractions pro-rata and vice versa (i.e. reduction in price by 0.75% of the sale price per MT for every 0.01 decline in the specific gravity below 4.25, fraction pro-rata).

6. SIZE:

- i. The Corporation does not guarantee the size of the "Drilling grade 4.25 Specific Gravity" Barytes to be supplied in terms of this Contract. The Buyer shall make arrangements for sizing the mineral at its cost, after taking delivery of the same in terms of this Contract. The "Drilling grade 4.25 Specific Gravity" Barytes shall be supplied on "as is where is basis", at Mangampet Barytes Mine / Stockyard.
- ii. The Corporation is proposing to make arrangements for crushing of the Barytes Ore (by

machinery) received from the mine to 8 inches and below. In such case, the Buyer is required to reimburse the crushing charges.

7. DETERMINATION OF QUALITY:

- a. The Corporation stacks Barytes of various grades produced in the mine at the stockyard separately. The quality of each stack will be determined by a third party inspection agency appointed by the Corporation.
- b. The quality as determined by the third party inspection agency hired by APMDC is final for all intents and purposes. The Buyer has the option to be present while drawing the samples from the lots. The Buyer, if required, is also at liberty to inspect and analyze the material before dispatch by himself or by itself or by his authorized representative.
- c. If the Buyer at any time is dissatisfied with the methodology of sampling and analysis done by the Corporation, the Buyer may request the Corporation to offer the cargo in stacks of 2000 to 5000 MTs for stack sampling and analysis by an Inspection agency, who is on the panel of Export Inspection Council. The cost of such Inspection agency and analysis shall be borne by the Buyer. Such stack sampling and analysis done by the Inspection agency as aforesaid, if found satisfactory by the Corporation, the Corporation may agree to such results. If the Corporation does not agree with the result of the stack sampling and analysis done by the Inspection agency as aforesaid, the Corporation has the option to get the stack sampling and analysis done by an independent inspection agency nominated by the Corporation and the same will be final and binding on the Buyer. Such sampling and analysis charges shall be borne by the Buyer.

8. DETERMINATION OF WEIGHT:

The weight as recorded on the lorry weighbridge of the Corporation at Mangampet Village in Kadapa District of Andhra Pradesh will be final for all intents and purposes of this Contract and binding on the Buyer.

9. PRICE:

- i. The "Drilling grade 4.25 Specific Gravity" Barytes shall be supplied under this contract at a minimum sale price of Rs. _____ (Rupees _____ only) per MT loose on ex-Mangampet mine/plot. The sale price is exclusive of the seigniorage which shall be payable by the Buyer, at actuals. The present seigniorage rate is Rs.400/- per metric tonne for 4.25 grade and Rs.310/- per metric tonne for 4.10 grade Barytes and Rs. 200/- per metric tonne for C+D+W grade Barytes.
- ii. The sale price is exclusive of seigniorage and other statutory levies like Cess, taxes etc which shall be borne by the Buyer at actual. The Buyer shall also pay 30% of the seigniorage as a contribution to District Mineral Foundation (DMF), 2% of the seigniorage as contribution to National Mineral Exploration Trust and 18% GST on Seigniorage fee. In the event of imposition of fresh levies, duties, taxes, District Mineral Fund, revision of seigniorage etc. or modification/ revision thereof by the State Government/Central Government from time to time, any such statutory levy imposed by the competent Government shall be borne by the Buyer at actuals as and when made effective by the respective authorities.
- iii. The sale price will be negotiable in the event of official devaluation of the Indian Rupees by the Government of India/ RBI through notification.

iv. Review of Barytes contract prices & quality premium:

APMDC shall review the Barytes contract price for Drilling grade 4.25 SG (A Grade), after 6 months. APMDC may accordingly increase or decrease the price and quality premium in line with the prevailing international market conditions. The basis for price review shall be the trends in important market parameters related to the Barytes industry. Some of the examples of the market parameters are indicated below:

- i. Crude Oil Prices.
- ii. Global Rig Count Data.
- iii. Exchange Rate fluctuations (USD – INR).
- iv. Barytes FOB prices of other countries obtained through market research
- v. Barytes Market & Price analysis reports from a reputed Third Party Consulting Agency.
- vi. Discussion with Barytes Buyers.

The Board of APMDC shall review the trends in aforementioned parameters including the report of the Third Party Consulting Agency and issue price and quality premium revisions accordingly. The decision of the board of APMDC shall be final in this regard and binding on the buyers.

10. PREMIUM ON THE QUALITY:

The sale price shall be increased by 0.75% on the sale price per MT for every 0.01 unit increase in specific gravity over and above 4.25, fractions pro-rata and vice versa (i.e. reduction in price by 0.75% of the sale price per MT for every 0.01 decline in the specific gravity below 4.25, fraction pro-rata).

11. PAYMENT:

The Buyer is required to pay the entire sale consideration (as adjusted in accordance with Clause 9 and Clause 10) of “Drilling grade 4.25 Specific Gravity” Barytes, inclusive of Seigniorage, GST on Seigniorage and Cess charges as per the prevailing rates as imposed from time to time by the Department of Mines & Geology or any other authority, any other statutory payments, and the applicable GST amount in advance prior to taking delivery of the monthly drawal quantities or in lots upto 5,000/- MTs. Further, the contributions to the District Mineral Foundation and National Mineral Exploration Trust shall be paid simultaneously with the above payment.

12. DELIVERY:

- i. The loading of the material shall be done by the Corporation or its authorized agency. The Buyer, however, shall reimburse the loading charges to the Corporation.
- ii. The Corporation will provide a delivery schedule every month in advance and intimate the same to the Buyer. The Corporation will supply the material within 30 days of the advance payment. In case there is a deviation of more than 10% in the supply of Barytes from the agreed delivery schedule in a month by the Corporation, the Corporation will return the interest earned on the payments received for the undelivered quantity after the expiry of 30 days from the date of receipt of the advance.

- iii. In case there is a backlog at the end of month, the Corporation will clear the backlog. Only after clearing the backlog, the next month's supplies will be carried out. In case the Buyers do not lift the backlog quantity, the Corporation shall be free to sell the quantities in outside market.
- iv. In the event that either party is rendered physically unable by a Force Majeure event to supply or lift the agreed quantities, no penalty will be applicable and the contract period will be extended by a period equal to the period of the Force Majeure event, under clause 21.
- v. The Corporation will supply the "Drilling grade 4.25 Specific Gravity" Barytes on Ex-Mangampet Barytes Mine basis. "Drilling grade 4.25 Specific Gravity" Barytes will be delivered round the clock on all working days. Deliveries of "Drilling grade 4.25 Specific Gravity" Barytes shall not be made on Sundays and the days on which Mangampet Barytes Mine is closed. Relaxation of the delivery time and deliveries on holidays will be considered by the Corporation (at its sole discretion) in emergency situations only.
- vi. The Corporation shall obtain seigniorage permits at the earliest possible on receipt of the advance payments from the Buyer. All other documents connecting with transportation and arrangements for transportation will be made by the Buyer himself.

13. GST (Goods & Service Tax):

- i. The sale price is exclusive of GST, which needs to be paid as applicable.

14. DISCLAIMER U/S 80 HHC OF IT ACT:

- i. At present no benefits are extended under section 80 HHC of the Income Tax Act, 1961.
- ii. In case such benefits or any other benefit are available in future, the Buyer shall compensate the Corporation of the same to the extent of Ex-mine sale value.

15. FAILURE TO SUPPLY ON ACCOUNT OF UNAVOIDABLE CAUSES:

The Buyer shall purchase the "Drilling grade 4.25 Specific Gravity" Barytes as specified in Clause 4 above. Without prejudice to Clause 4(i) above, in the event the Corporation fails to supply as per Clause 4 for unavoidable causes, including the Force Majeure Event, executive action, interference of State/Central Government, the Corporation shall not be liable for any loss/damages suffered by the Buyer or any person claiming through the Buyer.

16. MINING WORK TO BE UNDERTAKEN:

The Buyer at their option may undertake the work of excavation and removal of Overburden and Barytes ROM in Mangampet Barytes Mine, if required by the Corporation under extraordinary and unusual circumstances, to the extent of quantities to be supplied/delivered under this Contract. The Buyer shall undertake such work at the prevailing rates, terms and conditions, period etc. as may be agreed to by the Buyer and the Corporation. The Buyer shall deploy the required machinery and equipment within 15 days from the date of acceptance of the offer by the Buyer. Upon Buyer agreeing to undertake the excavation and other works as specified herein above, the

Buyer shall comply with all the terms and conditions of the excavation contract including furnishing of Performance Guarantees, Security Deposit, retention monies, and such other terms and conditions as deemed fit by the Corporation.

17. FAILURE AND TERMINATION:

- i. Time is the essence of this Contract. If the Buyer fails to purchase and lift the “Drilling grade 4.25 Specific Gravity” Barytes as per Clause 4 of this contract, the Corporation, without prejudice to any other right or remedy available to it, shall have the following rights:
 - a. The Buyer’s claim over the backlog quantities of the “Drilling grade 4.25 Specific Gravity” Barytes is extinguished and Corporation shall have the right to dispose-off the same in the market.
 - b. The quantity of “Drilling grade 4.25 Specific Gravity” Barytes purchased by the Buyer under the Contract shall be reviewed by the Corporation at the expiration of the contract period:
 - (1) In the event the quantity purchased by the Buyer falls below 80% of the target for the relevant period in accordance with Clause 4 above, the Corporation shall forfeit Performance Security Deposit;
 - (2) In the event the quantity purchased by the Buyer is 80% or above and below 90% of the target for the relevant period under review in accordance with Clause 4 above, the Corporation shall have the right to levy penalty for the balance un-lifted quantity at the rate of 5% on the Sale Consideration over the un-lifted quantity up to 90% of the target. However, the Buyer is not eligible to claim the backlog quantity for the said period, without prejudice to Clause 21 i.e. Force Majeure.
 - (3) In the event, the quantity purchased by the Buyer is 90% or above of the target for the relevant period under review in accordance with Clause 4 above, it shall be considered as **“satisfactory performance”**.
- ii. The right as specified at Clause 17 (i) shall be applicable if the Corporation has made available the supplies during the period under review, and subject to Clause 21 below, the Buyer has failed to adhere to Clause 4 above. In case of germane reasons wherein APMDC is unable to make available the required quantities of “Drilling grade 4.25 Specific Gravity” Barytes, penalty shall not be levied on such quantities to be supplied.
- iii. Notwithstanding the above, the Corporation will be at liberty to recover losses incurred by the Corporation (on account of Buyer’s insufficient performance) on disposal of the stocks at the risk and cost of the Buyer.
- iv. In the event the Buyer commits a breach of this Contract, and the same is not cured within a period of 10 (ten) days of issue of a notice of rectification from the Corporation, then without prejudice to any other right or remedy that may be available to the Corporation, the Corporation shall be entitled to terminate this Contract and forfeit Performance Security Deposit.

18. PERFORMANCE SECURITY:

- i. (a) The Buyer submitted a Performance Bank Guarantee ("PBG") amounting to 10% value of Barytes offered during the Term of the Contract i.e. Rs.-----/(Rupees ----
-----only). The PSD has been given as under:
- The amount Rs. ----- paid in the form of bank guarantee ("PBG"), vide the bank guarantee No. -----, dt. ----- valid upto ----- issued by --
----- (Bank), ----- Branch, -----
- (Address).
- (b) In the event PBG is invoked by the Corporation for any reason whatsoever, the Buyer shall forthwith and in any event within a period of 15 (fifteen) days from the date of invocation of such PBG, replenish the PBG so as to bring back the guaranteed amount to Rs. _____ (Rupees _____ only). The PSD shall not bear any interest. Any bank charges or commission on account of furnishing the PBG shall be borne by the Buyer only.
- (c) The PSD will be returned to the Buyer by the Corporation within 7 months from the date of expiry of the Contract, on production of an unconditional "no claim certificate" by the Buyer and "no dues certificate" issued by the Chief Project Officer, Mangampet Barytes Project of the Corporation.
- ii. The Corporation reserves, the right to forfeit or adjust the amount recoverable as penalty against the PSD in accordance with Clause 17 above. The decision of the Corporation is final and binding on the Buyer.
- iii. The Corporation also reserves the right to adjust any sum of Money due and payable by the Buyer to the Corporation against PSD in case the Corporation is unable to recover the due amount from the Buyer. The decision of the Corporation is binding on the Buyer.

19. TITLE AND RISK:

The title with regard to the relevant quantity of "Drilling grade 4.25 Specific Gravity" Barytes shall pass on to the Buyer when the Corporation receives payment and risk thereon shall pass on to the Buyer when the contracted quantity of "Drilling grade 4.25 Specific Gravity" Barytes is delivered by the Corporation to the Buyer on ex-Mangampet Barytes Mine basis.

20. ASSIGNMENT AND SUBLETTING:

The assignment, sub-contracting and subletting of this Contract or any portion thereof by the Buyer is not permissible without written consent of the Corporation.

If any bidder assigns his quantities to others, it should be with approval of APMDC. If any leftover material is there, APMDC has the power to sell the quantity to any other party as deemed fit, provided such party matches the H1 price.

21. FORCE MAJEURE:

- i. In the event of either party being rendered physically unable by a Force Majeure Event to perform any obligation required to be performed by them under this Contract, the relative obligation of the party affected by such Force Majeure Event shall be suspended for the period during which such Force Majeure Event actually lasts.
- ii. The term "Force Majeure Event" shall mean any acts of God, war, Civil riots/movements, fire directly affecting Contract, flood, mine inundation, earthquakes, hurricane, lockouts, strike, Civil war, compliance with any statute, regulation, rules order or notification of the Government.
- iii. Upon the occurrence of Force Majeure Event, the affected party alleging that it has been rendered unable as aforesaid shall notify the other party the beginning of such Force Majeure Event. as also the ending of the said Force Majeure Event by giving notice in writing to the other party within a week of the beginning and ending, as the case may be, of the Force Majeure Event.
- iv. Subject to compliance of Clause (iii) above, the time for performance of the relative obligation suspended by Force Majeure Event shall then stand extended by the period for which such Force Majeure Event lasts after completion of the Term, provided such obligation has not been completed within the Term.
- v. In case the force majeure period extends beyond a period of 90 days, both the parties shall meet and decide on the further course of action.

22. RESOLUTION OF THE DISPUTES:

Arbitration

- i. All disputes or differences which may arise between the Corporation and the Buyer in connection with this contract (other than those in respect of which the decision of any person is expressed in contract to be final and binding) shall, after written notice either party to the other and to the Vice-Chairman & managing Director of the A.P. Mineral Development Corporation Ltd., (who will be the appointing authority), be referred for adjudication to the sole arbitrator to be appointed as herein after provide.
- ii. The appointing authority will send within 90 days of the receipt of notice of claims, the panel of three names of persons not directly connected with the work, to the Buyer, who will select anyone out of the said names of persons to be appointed as Sole Arbitrator within 30 days of receipt of the names. If the appointing authority fails to send the Buyer the panel of three names as aforesaid within the period specified, the Buyer shall send to the appointing authority, a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall, on receipt of the names as aforesaid, select any one of the persons so named and appoint him as the Sole Arbitrator. If the appointing authority fails to appoint him as the sole arbitrator within 20 days of receipt of the panel and inform the Buyer accordingly, the Buyer shall be entitled to invoke the provisions of the Arbitration and Conciliation

Act, 1996.

- iii. Settlement of disputes between two Public Sector Enterprise and between Public Sector Enterprise and a Government of India agency / department shall be settled amicably, failing which the arbitration proceedings shall be in accordance with procedure/ guidelines (office memo No. 158/9/86- BPE (FIN), dated 30.3.1989) laid down by the Department of Public Enterprises, Ministry of Industry, Govt. of India from time to time.
 - iv. The Courts at Vijayawada only shall have jurisdiction to entertain and adjudicate any disputes.
 - v. The Venue of the Arbitration will be at Vijayawada and the Arbitration law relating to State of Andhra Pradesh, India shall only apply.
 - vi. The Arbitrator shall decide the costs of Arbitration also.
 - vii. The arbitration award shall, in addition to dealing with the merits of the case, decide which of the parties shall bear the cost of arbitration or in what proportions the costs shall be borne by the parties.
 - viii. The parties shall continue to perform their obligations under this Contract during the arbitration proceedings. No payment due to or payable by the Tenderer shall be withheld or delayed except as regards any particular obligation or any particular payment which itself is or forms a direct part of the subject matter of the arbitration proceedings.
23. All the terms & conditions of the tender document (Tender No. APMDC/M&S-100/BAR-GT/17) shall be part of this contract. In case of any conflict between this document (agreement) and the Tender document (APMDC/M&S-100/BAR-GT/17), APMDC reserves the right to decide as to which document shall prevail for the meaning of particular area of conflict

In witness whereof Sri ----- and Sri ----- have set forth their hands on the day and year as mentioned above in duplicate and retained one signed copy each in their possession.

For Buyer

For APMDC

Mr. Ch. Venkaiah Chowdary

(Vice Chairman & Managing Director)

Witness:

- 1.
- 2.

Please note: The pro-forma agreement given above is for the domestic buyer. The corporation reserves the right to modify the terms and conditions of the Agreement (to be signed between APMDC and buyer, whether domestic or international).

ANNEXURE 8

Document Checklist

Below checklist is made for guidance purpose only and may not be exhaustive and may not be applicable to all the bidders. The bidders should ensure that all the documents required as per this tender are properly attached/submitted as part of the technical bid.

Sl. No	Document	Submitted (Yes/No)	Submitted on Page No
1	Proof of payment of tender document Fee		
2	Proof of payment of Bid Security		
3	Annexure 1		
4	Annexure 2		
5	Annexure 3		
6	Annexure 4 (For Indian Bidders)		
7	Annexure 5 (For International Bidders)		
8	Annual Reports for last 3 years		
9	Importer/Exporter Code / Registration for Import / Export		
9	KYC Documents for International Bidders		
	1. Details of Bank Account and confirmation thereof by the Bank along with attested signature of contact person		
	2. Cancelled cheque from their bank account(s) to be submitted		
	3. Partnership Deed and Registration Certificate of the Partnership Firm		
	4. Certification of Registration or Certificate of Incorporation of the Company		
	5. Articles of Association and Memorandum of Association of the company		

	6. For countries not having a system of registration, Letter of introduction from the Bidder's local Chamber of Commerce (where the business is situated) to be forwarded to MSTC through Indian Consulate/ Embassy of the Bidder's country		
10	KYC Documents for Indian Bidders		
	1. PAN Card		
	2. GSTIN & GST Registration Certificate		
	3. Cancelled cheque from their Bank account(s) to be submitted		
	4. Partnership Deed and Registration Certificate of the Partnership Firm		
	5. Certificate of Registration or Certificate of Incorporation of the Company		
11	Power of Attorney/ Board Resolution in favor of authorized signatory		