

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



TENDER DOCUMENT

FOR

"E-TENDER CUM E-AUCTION FOR SALE OF "PREMIUM A GRADE BARYTES LUMPS" WITH 4.29 SPECIFIC GRAVITY" ON EX-MANGAMPET MINE/STOCKYARD BASIS

The A.P. Mineral Development Corporation Limited (A State Government Undertaking)	
6-2-915, 3rd Floor, Rear Block (HMWSSB premises), Khairatabad, Hyderabad– 500 004, India Tel: +91-40-23323153, Fax: +91-40-23393152 Website: www.apmdc.ap.gov	
Nodal Officer Sri M. Gopichand Naik, Addl. General Manager (Marketing) Contact: +91 40 2332 3153, +91 800 855 8553 Email id: apmdcmarketing@gmail.com ; apmdcltd@yahoo.com	
Tender No.: APMDC/M&S-96/BAR-PAG/16	Dated: 30 November, 2016

**Tender Document Fee: INR 10,000/-
(Non-Refundable) (Indian Rupees Ten Thousand only)**

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)

6-2-915, 3rd Floor, Rear Block (HMWSSB premises), Khairathabad, Hyderabad– 500 004, India

Tel: +91-40-23323153, Fax: +91-40-23393152

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

Notice on E-Tender cum e-Auction for Sale of “Premium A Grade Barytes Lumps” with 4.29 Specific Gravity

Tender No: APMDC/M&S-96/BAR-PAG/16 dated 30.11.2016

The Andhra Pradesh Mineral Development Corporation (APMDC) intends to sell 50,000 Metric Tons (MTs) of “Premium A Grade Barytes Lumps” with 4.29 Specific gravity on **Ex-Mangampet** Barytes mine / stockyard basis (Near Rly. Kodur, Kadapa District, AP, India).

The Bidders shall quote for the **complete/entire quantity of 50,000 MTs** of “Premium A grade Barytes Lumps” with 4.29 Specific gravity **at a Reserve Price of INR 5500/ MT**, exclusive of statutory levies, applicable taxes etc. The complete lot of 50,000 MT shall be **allotted to only the highest bidder H1**.

The sale shall be conducted using the services of MSTC Limited (A Govt. of India Enterprise) through e-tender cum e-auction. The intending bidders shall register themselves with MSTC Ltd. (refer-Clause 6.12).

The successful bid as accepted by the Corporation is valid for the entire period of the contract.

The bidders also need to submit a **bid security of INR 50 lakhs** through DD/PO or NEFT/RTGS

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 **02.12. 2016 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 **INR 10,000 (Ten Thousand Only)** in addition to **Bid Security and other required documents** through RTGS / NEFT / SWIFT.

Last date **submission of Technical Bid is 14.12.2016 by 15:00 hrs. e-Auction will be carried out on 16.12.2016 from 14:00 Hrs.**

Any further communications, amendments etc. shall be available on the above website of MSTC and the website of APMDC. There will be no newspaper notification/advertisement in this regard.

APMDC reserves the right to (i) reject any or all bids without assigning any reason(s) 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 reason(s) 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	01.12.2016
2.	Posting of tender document on APMDC website & MSTC website and Commencement of registration with MSTC	02.12.2016
3.	Last date of receiving queries from Bidders	Before 15:00 hours IST, 07.12.2016
4.	Pre-bid conference for registered bidders	At 15:00 hours IST, 08.12.2016
5.	Responses to queries by APMDC	09.12.2016
6.	Technical Bid due date	On or before 15:00 Hours IST 14.12.2016
7.	Announcement of the Technically Qualified Bidders	15.12.2016
8.	Date of e-tender cum e-auction	16.12.2016 Starting 14:00 Hours IST upto 17:00 Hours IST

Note:

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

Data Sheet

Sl. No.	Parameter	Details
1	Tender No	APMDC/M&S-96/BAR-PAG/16 dt:30.11.2016
2	Commodity	Premium A Grade Barytes Lumps with 4.29 Specific Gravity on Ex-Mangampet mine/stockyard basis
3	Total Quantity	50,000 MTs
4	Reserve Price	INR 5500/MT exclusive of statutory levies, applicable taxes, etc
5	Tender Document Fee	INR 10,000/-
6	Amount of Bid Security	INR 50 lakhs
7	Amount of Performance Security	5% of the value of the contract
8	Nodal Officer	Mr. M. Gopichand Naik, Addl. General Manager (Marketing) Mobile: +91 8008558553
9	E-mail address for submitting pre-bid queries	apmdcmarketing@gmail.com ; apmdcltd@yahoo.com ;
10	Address of Corporation	6-2-915, 3rd Floor, Rear Block (HMWSSB premises), Khairatabad, Hyderabad– 500 004, India Tel: +91-40-23323153 (Domestic) +91 40 2332 2979 (FOB) Fax: +91-40-23393152
11	E-mail address of MSTC Ltd.	jakhtar@mstcindia.co.in http://www.mstcecommerce.com/
12	Venue for pre-bid meeting	APMDC registered office at Hyderabad

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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 and 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. **“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.
- 2.2. **“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.
- 2.3. **“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.
- 2.4. **“Bidder”** means a person/company/firm who has purchased this Tender Document, and the expression Bidders shall include all such persons.
- 2.5. **“Bid Due Date”** means the date on which the Technical Bid is required to be submitted in accordance with tender conditions.
- 2.6. **“Bid Security”** means bid security as referred to in Clause 6.22.
- 2.7. **“Corporation”** shall mean The Andhra Pradesh Mineral Development Corporation Ltd. This term along with APMDC or A. P. Mineral Development Corporation are interchangeably used in this document.
- 2.8. **“e-Auction** means e-Tender cum e-Auction
- 2.9. **“Holding Company”** shall have the meaning as ascribed to it under the Companies Act 2013.
- 2.10. **“Performance Security Deposit”** means a deposit (in the form of cash and/or bank guarantee) towards faithful performance by the successful bidder towards the contractual obligations.
- 2.11. **“SG”** shall mean Specific Gravity of Barytes lumps
- 2.12. **“Subsidiary Company”** shall have the meaning as ascribed to it under the Companies Act 2013.

2.13. **“Tender Document”** means this tender document together with the schedules and documents referred herein and any addenda to this Tender Document.

3. Introduction on 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 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 Barytes 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 and is planning to step up the production to 5 Million Tonnes per annum. APMDC is also in process of implementing Boom-barrier/ RFID tracking system to adequately manage grade wise stockyard.

This Tender Document is being issued by APMDC for sale of Premium A Grade Barytes lumps with 4.29 Specific Gravity on Ex-Mangampet Mine/stockyard in Kadapa District of Andhra Pradesh, India

4. **Eligibility Criteria**

- 4.1. The Bidder should be a proprietorship or Registered Partnership Firm or a Body Corporate incorporated and registered under the Companies Act, 1956/ 2013.
- 4.2. 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 during any 2 years out of the last 5 financial years. The bidder shall submit a proof to this effect.
- 4.3. The Bidder should have an Average Annual Turnover of not less than **INR 8 Crores** during any 2 years out of the last 5 financial years.
- 4.4. The bidders should have a minimum net worth of **INR 2.50 Crores** at the close of the preceding financial year i.e. 2015-16.

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

- i. The Bidder shall submit Audited Annual Reports for the last 5 (five) 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 5 (five) 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.
- ii. The Bidder shall furnish a statement detailing mineral wise trade data or consumption of Barytes year-wise including quantity and value of such trade/consumption duly certified by the Statutory Auditor and countersigned by the Authorized Signatory of the Bidder in the format prescribed in Annexure 3.

Note:

- i. In the event the accounts for the latest financial year (i.e. 2015-16) 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. 2014-15). For example, in the case of turnover, if the accounts for the latest financial year (i.e. 2015-16) are not audited, the annual average turnover must be demonstrated in the five preceding years i.e. 2010-11, 2011-12, 2012-13, 2013-14 & 2014-15).

- ii. For computing the experience and financial capability under clause 4.2, 4.3 & 4.4 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
- 5.3 The email should clearly bear the following subject line: “Queries/Request for Additional Information under Tender no. APMDC/M&S-96/BAR-PAG/16 dt:30.11.2016 for sale of Premium A Grade Barytes Lumps”.**
- 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 not to 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 website of APMDC & MSTC. The source of the query will not be mentioned.
- 5.8 A maximum of two representatives for 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 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. Andhra Pradesh Mineral Development Corporation Limited (APMDC) intends to sell 50,000 Metric Tons of "Premium A grade Barytes Lumps" with 4.29 Specific Gravity on Ex-Mangampet Barytes mine/ stockyard basis (Near Rly. Kodur, Kadapa District, A.P., India). The period would be 6 months (extendable by 1 month) 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 MSTC website (www.mstcecommerce.com).
- 6.2. The word SELLER/ PRINCIPAL/ APMDC/ CORPORATION wherever appearing means the Andhra Pradesh Mineral Development Corporation Limited or its authorized representatives.
- 6.3. The word MSTC or SERVICE PROVIDER wherever appearing means the MSTC Limited, Hyderabad, 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:
- i. Payment of Tender Document fee as per clause 6.11
 - ii. Payment of Bid Security as per clause 6.22
 - iii. All the bids submission documents/Annexures as outlined under clause 6.31.
- 6.6. The word SG 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-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/price has been accepted by the SELLER and the sale order/ acceptance letter has been issued in their favour.
- 6.9. The Sale will be governed by all the Terms & Conditions of this Tender Document.
- i. 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 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 tender document fee of **INR 10,000 (Ten Thousand only)** in favor of The AP Mineral Development Corporation Limited. Tender document fee may be received either in form of DD / PO or through RTGS / NEFT transfers. Tender Document fee may be remitted through RTGS/ NEFT as follows:

1.	Name of the Beneficiary	A P MINERAL DEVELOPMENT CORPORATION LTD. HYDERABAD
2.	Account Number	053411100003439
3.	IFS CODE	ANDB0000534
4.	Name of the Bank and Branch	Andhra Bank, Somajiguda, Hyderabad

NOTE: BANK TRANSFER CHARGES EITHER WAY WOULD BE ON BIDDER'S A/C ONLY.

The Bidders who have remitted the tender document fee through RTGS / NEFT should communicate APMDC, Hyderabad before the due date and time, 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 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 successful bidder/bidders shall be accepted. The Tender document fee is non-transferable.

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 "Premium A grade Barytes lumps" with 4.29 SG 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 14.12.2016. The training will be provided for the representatives of the registered buyers as per the requirement on any date with prior appointment from MSTC at any of its offices in India.

[CLICK HERE FOR REGISTRATION PROCEDURE](#)

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

i. KYC Norms:

- (i) PAN Card
- (ii) VAT/ CST 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/Proprietorship

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) All documents required as per this Tender document including Annexures 1, 2, 3 & 4 and audited annual reports for last 5 years along with proof of payment of Tender Document Fee and Bid Security **shall be uploaded on the MSTC website and shall be submitted 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-96/BAR-PAG/16 dt:30.11.2016 due at 15.00 hours on 14.12.2016**" by technical bid due date and time

Note: For the purpose of uploading audited annual reports on the website of MSTC, only the following extracts from the audited annual reports for the last five (5) financial years are required,:

- 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 a 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 25 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.
- ii. Such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder 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
- 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 adviser 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.

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 in the website of MSTC at www.mstcecommerce.com and 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.

6.16. CONTACT PERSONS:

(A) FOR APMDC

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

Contact No.: +91 40 2332 3153, +91 8008558553

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

(B) For MSTC E-Auction Bidding Queries

Name of the Contact Person: Mr. J. Akhtar, DM

Contact No.: +91 40 2330 1039, +91 40 2330 1049, +91 93910 57727

E-Mail: jakhtar@mstcindia.co.in; arajamanickam@mstcindia.co.in; hyd@mstcindia.co.in;

Office Address: MSTC Limited, # 6-3-635 & 637, 2nd Floor, Akash Ganga Complex
Khairatabad, Hyderabad – 500 004

- 6.17. APMDC reserves right to stop/ postpone/ cancel the e-auction at any stage without assigning any reason there for.
- 6.18. APMDC reserves the right to accept or reject the highest rate offered in the e-auction without assigning any reasons there for.

- 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 both the parties to the e-auction and is specifically accepted by the bidder when the bidder files the e-auction before APMDC, the acceptance or rejection of the e-auction by APMDC, or methodology adopted by APMDC, in short listing the companies for the sale of "Premium A Grade Barytes Lumps with 4.29 SG etc., 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 Hyderabad or Vijayawada, wherever APMDC will have registered/corporate office
- 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 submitted shall be forfeited to APMDC.

6.22. Bid Security:

- i. The Bidders shall submit a Bid Security for an amount of **INR 50 lakhs** (Rupees **Fifty lakhs** only) in the form of DD / PO or through RTGS/ NEFT. 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 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. No relaxation or adjustment against any deposit/credit balance of any kind on bid security shall be given to any bidder.

The 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 below

1.	Name of the Beneficiary	A P MINERAL DEVELOPMENT CORPORATION LTD. HYDERABAD
2.	Account Number	053411100003439
3.	IFS CODE	ANDB0000534
4.	Name of the Bank and Branch	Andhra Bank, Somajiguda, Hyderabad

NOTE: BANK TRANSFER CHARGES EITHER WAY WOULD BE ON BIDDER'S A/C ONLY.

The Bidders who have remitted the Bid Security through RTGS/NEFT/SWIFT should communicate the same to APMDC Limited, Hyderabad before the due date and time 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 successful bidder/bidders shall be accepted. No interest shall be payable on the Bid Security.

- ii. **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 conditions:
- (a) If a Bidder varies/modifies the Bid during the Bid validity period and any extension thereof as agreed between the Bidder and APMDC.
 - (b) If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 6.49 of this Tender Document;
 - (c) If a Bidder fails to submit the price bid/ participate in the e-tender cum e-auction after qualifying in the Technical Bid;
 - (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;
 - (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
- iii. In respect of Successful Bidder, 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.
- iv. 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 bidder. 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. Quantity:

- i. Bidders are required to submit their Bid for purchase on ex-Mangampet/stockyard mine basis of the complete lot of 50,000 MTs in respect of Premium A Grade Barytes Lumps with 4.29 Specific Gravity.
- ii. Bidders participating in this e-tender cum e-auction implies that they are quoting for the entire quantity as mentioned above.
- iii. APMDC shall allocate the complete/entire quantity of 50,000 MTs "Premium A Grade Barytes lumps" with 4.29 Specific Gravity to only the H1 Bidder

6.24. 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.

6.25. Payment and Delivery terms:

- i. Payment for every delivery shall be made in advance to APMDC.
- ii. The entire quantity of 50,000 MTs of "Premium A grade Barytes Lumps" with 4.29 specific

gravity is already produced and stacked separately. The Buyer is required to make advance payment and lift the material. If there is a shortfall in quantity at the end, the Corporation shall make good the short quantity by issuing material from other stacks..

- iii. The Buyer will be required to lift the total ordered quantity of Premium A Grade Barytes within 6 (six) months from the date of signing of contract. In case of failure on the part of the Buyer, he will be liable for all consequential losses and the APMDC would be at liberty to dispose-off the material at the risk and cost of the Buyer.

APMDC may extend the period for lifting of material by 1 month at its discretion based on the representation of the buyer for genuine reasons

- 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. The term Force Majeure event shall mean any acts of God, war, civil riots/ movements, fire directly affecting the contract, flood, earthquakes, hurricane, lockouts, strikes, civil war, compliance with any statute, regulation, rules, order or notification of Government etc. (Please refer to clause 6.43)

- v. The Buyer shall loose right over the un-lifted quantity, if any, at the expiration of the contract period or extension if any thereof. The Corporation may consider permission for lifting such balance quantity if any at its discretion on account of genuine reasons, provided the payment is made within the contract period.

- vi. 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 at actuals. The present loading charges are at the rate of Rs. 24.50 per MT and are subjected to change.

6.26. Reserve Price

- i. The qualified Bidders shall quote on the MSTC website their per Metric Ton quote / offer for "Premium A Grade Barytes lumps" with 4.29 SG at which they desire to purchase the Barytes exclusive of applicable taxes, statutory levies, etc. Online Bidding shall be done by Bidders in Indian Rupees. Applicable levies, duties and taxes, 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. Similarly, in case of imposition of any additional levies, duties and taxes, etc. or change in tax structure (for example, GST – Goods and services Tax) by the Government of India/ Government of Andhra Pradesh/ local bodies/ etc, the same shall be borne by the Successful Bidder 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 contract.

- ii. The **Reserve Price** for “Premium A Grade Barytes Lumps” with 4.29 SG shall be **INR 5500/MT**, loose on Ex-Mangampet Mine/Stockyard basis exclusive of statutory levies, taxes, etc. and as per the terms and conditions of this Tender document.
- iii. The price quoted must be net per metric ton in loose for “Premium A Grade Barytes Lumps” with 4.29 SG exclusive of statutory levies like seigniorage and Cess payable to the Government and Sales Tax if any on Ex-Mangampet Barytes mine/ stockyard basis.
- iv. In addition an amount equivalent to 30% of the seigniorage fee shall be payable for Premium A grade Barytes with 4.29 SG towards District Mineral Foundation (DMF) and 2% of seigniorage fee as contribution to Mineral Exploration, Research and Innovation Trust (MERIT).
- v. The Contract Price as calculated in Clause 6.26 (vii) , given below, shall not, under any circumstances, be less than the Price quoted by the H1 Bidder as per this Tender.
- vi. The **Bidder shall bid for the entire quantity of 50,000 MTs** to be lifted in a period of **6 months from the date of signing of contract**. *In case of failure on the part of the Buyer, he will be liable for all consequential losses and the APMDC would be at liberty to dispose-off the material at the risk and cost of the Buyer. APMDC may extend **the period for lifting of material by 1 month** at its discretion based on the representation of the buyer for genuine reasons*
- vii. The Contract Price is exclusive of the seigniorage fee and other statutory levies, duties, taxes and loading charges etc. which shall be payable by the Buyer, at actuals. The present seigniorage fee is Rs. 400/- per metric tonne for A Grade Barytes. Similarly, in case of imposition of any additional levies, duties and taxes, etc. or change in tax structure (for example, GST – Goods and services Tax) 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 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.
- viii. The Buyer shall have to comply with all the Applicable Laws, rules, regulations and amendments thereon from time to time, and any other laws/regulations as may be applicable in relation to the said transactions.

6.27. Sales Tax:

The sale price is exclusive of sales tax and other duties. The Buyer must remit the applicable sales tax along with other duties as well.

6.28. Quality:

- i. APMDC shall supply “Premium A grade Barytes lumps” with 4.29 SG and will maintain average SG of 4.29. The buyer shall be obligated to lift the quantities even if the material is lesser than 4.29 SG. APMDC will provide higher grade material to compensate for the lower grade material to the Buyer in the same month so as to maintain an average of 4.29 SG grade in the month. Barytes supplied by APMDC shall be in lots each of 10,000 MTs or monthly drawal quantity.

However, the bidder/ buyer is required **to pay a premium of 1% of the sale price per MT** for each 0.01 unit increase in the specific gravity **over and above 4.29**, fractions pro rata.

- ii. APMDC has stacked the tendered quantity of 50,000 MTs separately. The specific gravity of Barytes shall be determined by **truck sampling at the time of delivery by a third party inspection (TPI) agency** appointed by APMDC. The Corporation has appointed **SGS (India) Pvt. Ltd.** as TPI agency.
- iii. **Size:** The Corporation does not guarantee the size of the “Premium A Grade Barytes Lumps” with 4.29 specific gravity to be supplied under this tender. The buyer shall make arrangements for sizing the material at its own cost, after taking delivery of the material in terms of the contract.

6.29. Premium on Quality:

- i. In case of Premium A grade Barytes with 4.29 SG: The Buyer is required to pay a premium of 1.0% of the sale price per MT for every 0.01 unit increase in specific gravity over and above 4.29, fractions pro rata.

6.30. Preparation 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 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. The decision of APMDC in this connection is final and binding on the bidder.

6.31. Submission of Technical Bid

The Technical Bid must consist of:

- i. Covering Letter as per the format in Annexure 1.
- ii. Details of the Bidders as per the format in Annexure 2 on the letterhead of the Bidder.
- iii. Statement detailing mineral wise trade data or consumption of Barytes year-wise including quantity and value of such trade/consumption duly certified by the Statutory Auditor and countersigned by the Authorized Signatory of the Bidder in the format prescribed in Annexure 3.
- iv. Annual Turnover(Last 5 Years) and Net-worth details certified by the Statutory Auditor of the Bidder as per the format prescribed in Annexure 4
- v. The bidder shall submit audited annual reports for the last 5 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 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

For the purpose of up-loading documents into the Website of MSTC, only the following extracts from the audited annual reports for the last five (5) financial years are required:

- 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.

- vi. Power of Attorney/Board Resolution in favor of the signatory (not required if the tender document is signed by the Managing Director/Chairman/Director)
- vii. Tender Document Fee and Bid Security (Demand Draft or Proof of payment as the case may be)
- viii. KYC Documents
 - i. PAN Card
 - ii. VAT/ CST Registration Certificate
 - iii. Cancelled cheque from their Bank account(s) to be submitted
 - iv. Partnership Deed and Registration Certificate in case of a Partnership Firm
 - v. Certificate of Registration or Certificate of Incorporation of the Company/Proprietorship

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. The decision of APMDC in this connection is final and binding on the bidder.

All Documents shall be **uploaded** on the MSTC website and shall be **submitted 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-96/BAR-PAG/16 due on 14.12.2016" by Technical bid due date and time.** APMDC is not responsible for the transit delays/ transit loss in submission of the Technical Bid.

6.32. e-Auction Due Date:

e-tender cum e-auction date shall be informed to the technically qualified bidders. APMDC, at its sole discretion, may extend the e-Auction Due Date by issuing an Addendum..

6.33. 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 therefore.

- 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.

6.34. Validity of Bids:

- i. The tender shall be kept valid up to 60 (sixty) 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.

6.35. 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.

6.36. 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.

6.37. 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.

6.38. 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). The date and time of the e-auction shall be communicated to the shortlisted/ eligible Bidders by APMDC.
- ii. APMDC will inform the shortlisted/ eligible Bidders to participate in the e-Tender cum e-Auction process.
- iii. Only the shortlisted/ eligible Bidders can participate in e-tender or e-auction or both for each grade of Barytes.
- iv. The bid value shall be the basic price of the material exclusive of all applicable levies, duties, taxes etc., in per MT in INR.

v. Procedure to participate in 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 MSTC/HYD/The AP Mineral Development Corporation Limited/3/ Khairatabad/16-17/11813".
- 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:

vi. 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, the "BID" button will get disabled and you cannot bid against the same material 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. 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.

vii. **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.

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, **bidders can increase bid amount by a minimum of INR 25 (INR twenty five only) per MT.**

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

6.39. 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, H1 (Highest Bidder) shall be declared as the winner. Immediately after closing of e-auction, a system generated automatic "Intimation Letter" will be issued by e-mail to the H1 Bidder.
- ii. APMDC shall allocate the entire quantity to H1 Bidder.
- iii. 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.
- iv. It must be noted by the H1 Bidder 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. Bidder 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.

- v. The Letters of Award (LoA) in clause (i) above will be issued by APMDC to the H1 bidder after approval by the board of APMDC and or GoAP (Government of Andhra Pradesh) within the validity of Bids at Clause 6.34. Issue of intimation letters by MSTC in clause (i & iv) above shall not amount to Award of Tender /e-tender cum e-auction by APMDC and also shall not confer any right to the successful bidder to issue LoAs immediately on receipt of such intimation letters from MSTC.

6.40. Submission of Performance Security and entering into Agreement:

- i. The Buyer(s) shall pay Performance Security Deposit (PSD) amounting to **5% value** of quantity of Barytes offered at H1 price for period of the contract (six months) and shall be submitted 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 5 within 7 days from the date of acceptance of the Bid by APMDC. Bidder can furnish PBG on nationalized bank and scheduled commercial banks acceptable to the Corporation. APMDC shall reserve the right to reject the PBG from certain banks without assigning any reason. The PBG to be furnished by the Successful Bidder to APMDC as above should be **valid for a period of 6 months from the date of the LOA/contract with a claim period of 3 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 shall lead to annulment of the contract and forfeiture of the Bid Security submitted by the successful bidder. The Performance Security as above will be returned to the Successful Bidder by APMDC normally within 3 months from the date of expiry of the contract, on production of "no dues certificate" issued by the Chief Project Officer, Mangampet Barytes Project and an unconditional "no claim certificate" by the buyer.

OR

- 100% (One Hundred percent) of the Performance Security Deposit shall be furnished in the form **of DD / PO** or through RTGS/ NEFT to the following account:

1.	Name of the Beneficiary	A P MINERAL DEVELOPMENT CORPORATION LTD. HYDERABAD
2.	Account Number	053411100003439
3.	IFS CODE	ANDB0000534
4.	Name of the Bank and Branch	Andhra Bank, Somajiguda, Hyderabad

NOTE: BANK TRANSFER CHARGES EITHER WAY WOULD BE ON BIDDER'S A/C ONLY.

- ii. In respect of Successful Bidder, the Bid Security will be adjusted against the Performance Security Deposit (PSD) provided by the Bidder by way of Bankers cheque or demand draft. If Performance Security is provided in 100% Bank Guarantee, Bid Security will be returned within 30 days after submission of Performance Bank Guarantee and enter into agreement with the Corporation.
- iii. If Performance security is provided in the form of Bankers cheque/Demand Draft, the security deposit does not carry any interest and shall be refunded within 30 days after successful completion of purchase and lifting the entire order quantity.
- iv. The successful bidder shall enter into an Agreement with the Corporation within 3 days from the date of submission of Performance Security as above.

6.41. TITLE AND RISK:

The title with regard to the relevant quantity of "Premium A Grade Barytes Lumps" with 4.29 Specific Gravity shall pass on to the Buyer when the Corporation receives payment and risk thereon shall pass on to the Buyer when the relevant material of "Premium A Grade Barytes lumps" is delivered by the Corporation to the Buyer on ex-Mangampet mine/stockyard basis.

6.42. 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 prior approval of APMD in writing.

6.43. 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 6.43(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.

6.44. FAILURE AND TERMINATION:

- i. Time is the essence of this Contract. If the Buyer fails to purchase and lift the "Premium A grade Barytes lumps" with 4.29 Specific Gravity as per Clause 6.25 of this Tender document, the Corporation without prejudice to any other right or remedy available to it, shall have the following rights:
 - 1. The Buyer's claim over the leftover quantities of the "Premium A grade Barytes Lumps" with 4.29 Specific Gravity is extinguished and Corporation shall have the right to dispose-off the same in the market.
 - 2. The quantity of "Premium A grade Barytes lumps" with 4.29 Specific Gravity purchased by the Buyer under the Contract shall be **reviewed by the Corporation** at the expiration of the contract period:
 - a. In the event the quantity purchased by the Buyer falls **below 80% of the target** for the relevant period in accordance with Clause 6.25 above, the Corporation shall **forfeit Performance Security**.
 - b. In the event the quantity purchased by the Buyer is **80% and above, and below 90% of the target** for the relevant period under review in accordance with Clause 6.25 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 6.43 i.e. Force Majeure.

- c. In the event, the quantity purchased by the Buyer is **90% and above of the target** for the relevant period under review in accordance with Clause 6.25 above, it shall be considered as **satisfactory performance**.
- ii. Notwithstanding the above, the Corporation will be at liberty to recover losses incurred by the Corporation on disposal of the stocks at the risk and cost of the Buyer.
- iii. 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.

6.45. Income Tax Liability:

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

6.46. Insurance:

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

6.47. Black Listing:

The SELLER and/or MSTC/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 MSTC/APMDC shall be without prejudice to other right of actions available to the SELLER and/or MSTC / APMDC against the bidder/buyer under the e-auction terms and conditions.

6.48. 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. There is no provision for putting Bids in decimals. During Live e-auction, only brief details will be shown under "Lot 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 Lot 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.

6.49. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard 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),
6-2-915, 3rd Floor, Rear Block (HMWSSB premises)
Khairatabad, Hyderabad - 500 004, India
Tel: +91-40-23323153, Fax: +91-40-23393152

Dear Sir

Sub: Sale of "Premium A Grade Barytes lumps" with 4.29 SG on Ex-Mangampet Barytes Mine/stockyard basis near Rly. Kodur, Kadapa District, Andhra Pradesh, India

Ref: e-Tender cum e-Auction No APMDC/M&S-96/BAR-PAG/16 dated 30.11. 2016.

1. We, M/s _____ (Name of the Bidder) submit herewith our Bid in respect of the Sale of "Premium A Grade Barytes lumps with 4.29 SG" on Ex-Mangampet Barytes Mine near Rly Kodur, Kadapa District, Andhra Pradesh, India 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; and
 - b. We hereby agree to purchase and lift the complete quantity of 50,000 MTs of “Premium A Grade Barytes lumps” with 4.29 Specific Gravity if we are allotted
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 60 (sixty) 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) Place & 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. Sales Tax registration (A.P. VAT) No., if any (Copy of Registration Certificate to be submitted).

5. Central Sales Tax registration, if any (Copy of Registration Certificate to be submitted)

6. 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 TRADE

(To Be Certified by Statutory Auditor of the Bidder)

a. Mineral Trade//Sales

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

d. Barytes Purchased/Consumed

To Be Certified by Statutory Auditor of the Bidder)

S. No.	Name of Bidder	Financial Year	Quantity	Value (in INR Crores)
1	M/s _____	FY ____		
		FY ____		
		FY ____		
		FY ____		
		FY ____		

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.

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)

a. Annual Turnover:

Name of the Bidder	2015-16	2014-15	2013-14	2012-13	2011-12	Annual Average Turnover of any 2 years

b. Net worth:

(In Rs. crore)

Name of the Bidder	Net worth for the latest year (2015-16)	
	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, Turn over tables as mentioned above in point a, & b.
3. *In the event the accounts for the latest financial year (i.e. 2015-16) 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. 2014-15).*

In the case of Turnover, if the accounts for the latest financial year (i.e. 2015-16) are not audited, the Annual Average Turnover must be demonstrated in the immediately preceding years

In the case of net worth, if the accounts for the latest financial year (i.e. 2015-16) are not audited, the net worth must be demonstrated as on 31.03.2015.

ANNEXURE – 5

FORMAT FOR PERFORMANCE BANK GUARANTEE

To

Andhra Pradesh Mineral Development Corporation Limited (APMDC),
6-2-915, 3rd Floor, Rear Block (HMWSSB premises) Khairthabad,
Hyderabad - 500 004, India

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 # 6-2-915, 3rd floor, Rear block (HMWSSB premises) ,Khairatabad, Hyderabad - 500 004, 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 "Premium A Grade Barytes with 4.29 SG" for a period of six months 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 aforesaid 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 3 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 3 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 Hyderabad 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 3 months after the expiry of extended period if any. If no such claim has been received by us within the 3 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 Hyderabad shall have exclusive jurisdiction.

Dated this day of.20__.

Witness:

1.

Signature.

2.

ANNEXURE-6

PROFORMA AGREEMENT

This agreement (referred to as the "Contract") entered into on this ____ day of _____, 2016 between the Andhra Pradesh Mineral Development Corporation Limited, a Company incorporated under Companies Act 1956, as amended, and having its Registered Office at 3rd Floor, Rear Block (HMWSSB premises), Khairatabad, Hyderabad - 500 004 represented by its Vice Chairman & Mg. Director Sri Ch. Venkaiah Chowdary, IRS (Tel: +91 40 23323153, Fax: +91 40 23393152, Email: apmdcltd@gmail.com, apmdcltd@yahoo.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

M/s. _____, a Company incorporated under Companies Act 1956/ 2013 and having its registered office at _____, Tel: _____ Mobile: _____
Fax: _____ Email: _____ represented by _____ (Name & Designation) aged about _____ years who is authorized to sign this agreement/contract (Hereinafter called "Buyer" which expression shall mean and include its successors, and representatives) on the other part.

- A. Whereas the Corporation invited e-tender cum e-auction under tender No. APMDC /M&S-96/BAR-PAG/16 dt.30.11.2016 (referred to as the "Tender") inter alia for sale of 50,000 MTs of "Premium A Grade Barytes lumps" with 4.29 Specific Gravity loose, on Ex-Mangampet Barytes Mine/stockyard basis for a period of 6 (six) months (extendable by 1 month at the discretion of APMDC) and the Buyer submitted its offer in e-tender cum e-auction on _____ for purchasing "Premium A grade Barytes lumps" with 4.29 Specific Gravity at INR _____/- (Rupees _____ only) per MT.
- B. The Buyer is declared as the bidder in the e tender cum e auction under tender No. APMDC /M&S-96/BAR-PAG/16 dt.30.11.2016 and pursuant to the conditions stipulated under the tender, the corporation accepted the Buyer's offer and agreed to supply _____ MTs "Premium A grade Barytes lumps" with 4.29 Specific Gravity, loose on ex- Mangampet Barytes Mine/stockyard basis for a period of 6 (six) months(extendable by 1 (one) month at the discretion of APMDC) vide its LoA No. -----, dt. -----.
- C. The parties intend to enter into this Contract for sale of _____ MTs of "Premium A grade Barytes lumps" with 4.29 Specific Gravity by the Corporation to the Buyer and to record the terms and conditions for the supply and purchase of the "Premium A grade Barytes lumps" with 4.29 Specific Gravity.
- 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 "Premium A Grade Barytes lumps" with 4.29 Specific Gravity and the Corporation agrees to supply to the Buyer "Premium A Grade Barytes lumps" with 4.29 Specific Gravity produced from the Corporation's mines at 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 “Premium A grade Barytes lumps with 4.29 Specific Gravity” purchased from the Corporation will be exported by them or used for own consumption and shall not sell the same to any individual or company or person or any other business entity in India.

2. PERIOD OF THE CONTRACT:

- i. 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 6 (six) months from the Effective Date (referred to as the “Term”) i.e from ____ to ____
- ii. The Corporation at its discretion may consider to extend the period of contract by 1 (one) month based on representation by the Buyer on genuine reasons.

3. COMMODITY:

The goods to be supplied and purchased under this Agreement/Contract are the Indian “Premium A Grade Barytes Lumps” with 4.29 Specific Gravity.

4. QUANTITY:

- i. The Corporation shall supply to the Buyer, _____MTs (_____only) of “Premium A Grade Barytes lumps” with 4.29 Specific Gravity and the Buyer shall purchase the said quantity as per the terms of this contract.
- 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 6.
- iii. The Corporation reserves the right to sell the surplus quantities of “Premium A Grade Barytes lumps” with 4.29 Specific Gravity 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 “Premium A Grade Barytes lumps” with 4.29 Specific Gravity per month to fulfill the obligation of purchase of 50,000 MT of “Premium A grade Barytes lumps” with 4.29 Specific Gravity per annum with in the contract period from the Corporation in terms of Clause 4 (i) of this Contract.
- v. In the event, as a result of a Force Majeure Event, the Corporation fails to supply the “Premium A Grade Barytes lumps” with 4.29 Specific Gravity 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 end of month, the Corporation will clear the backlog first. Only after clearing the backlog, the next month’s supplies will be carried out. In case the Buyer does 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 4.29 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 4.29 specific gravity grade Barytes on an average to the Buyer. The Buyer shall be obligated to lift the quantities even if the material is lesser than 4.29 SG grade. The Corporation shall provide higher grade material to compensate for the lower grade material to the Buyer in the same month, so as to maintain an average of 4.29 SG grade for the month. Barytes supplied by APMDC shall be in lots of 10,000 MTs or monthly drawal quantity.
- ii. The Corporation has stacked the tendered quantity of 50,000 MTs separately. The specific gravity of Barytes shall be determined by Truck sampling at the time of delivery by a third party inspection (TPI) agency appointed by the Corporation. The Corporation has appointed SGS (India) Pvt. Ltd. as TPI Agency.
- iii. The Buyer is required to pay a premium of 1% of the sale price per MT for every 0.01 unit increase in the specific gravity over and above 4.29, fractions pro-rata.

6. DETERMINATION OF QUALITY:

- a. The quality of Barytes ore will be determined by truck sampling at the time of delivery by a third party inspection agency appointed by the Corporation.
- b. The quality as determined by truck sampling at the time of delivery by TPI agency hired by APMDC will be final for all intents and bills will be raised accordingly. The Corporation has appointed SGS (India) Pvt. Ltd., Chennai as the TPI Agency.
- c. The Buyer has the option to be present while drawing the samples from the lots and also during the analysis of samples in the third party's laboratory at Mangampet. 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.

7. SIZE:

- i. The Corporation does not guarantee the size of the "Premium A Grade Barytes lumps" with 4.29 Specific Gravity 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 "Premium A grade Barytes lumps" with 4.29 Specific Gravity shall be supplied on "as is where is basis", at Mangampet Barytes Mine / Stockyard.

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 "Premium A Grade Barytes lumps" with 4.29 Specific Gravity shall be supplied under this contract at a minimum sale price of Rs. _____ (Rupees _____ only) per MT loose on ex-Mangampet mine/stockyard basis. The sale price is exclusive of the seigniorage fee which shall be payable by the Buyer, at actuals. The present seigniorage rate is Rs.400/- per metric ton for A Grade Barytes.
- ii. The sale price is exclusive of Seigniorage fee and other statutory levies like Cess, taxes, loading charges etc. which shall be borne by the Buyer at actuals. The Buyer shall also pay 30% of the seigniorage as a contribution to District Mineral Foundation (DMF) and 2% of the seigniorage as contribution to Mineral Exploration Research Innovation Trust (MERIT). In the event of imposition of fresh levies, duties, taxes, District Mineral Fund, revision of seigniorage etc. or change in tax structure (for example, GST-Goods and services Tax) 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 Rupee by the Government of India/ RBI through notification.

10. PAYMENT:

The Buyer is required to pay the entire sale consideration (as adjusted in accordance with Clause 9) of "Premium A grade Barytes lumps" with 4.29 Specific Gravity inclusive of Seigniorage fee 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 sales tax amount in advance prior to taking delivery of the monthly drawal quantities or in lots of 10,000/- MTs. The advance towards Sales Tax amount remitted by the Buyer will be refunded by the Corporation soon after proper documents as in Clause 12 (ii) below are received by the Corporation to seek Sales Tax exemption. Further, the contributions to the District Mineral Foundation and Mineral Exploration Research Innovation Exploration Trust shall be paid simultaneously with the above payment.

11. 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. 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 19.
- iii. The Corporation will supply the "Premium A Grade Barytes lumps" with 4.29 Specific Gravity on Ex-Mangampet Barytes Stockyard basis. "Premium A grade Barytes lumps" with 4.29 Specific Gravity will be delivered round the clock on all working days. Deliveries of "Premium A grade

Barytes lumps” with 4.29 Specific Gravity 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.

- iv. The Corporation shall obtain Seigniorage fee 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.

12. SALES TAX:

- i. The sale price is exclusive of sale tax.
- ii. The Barytes supplied by the Corporation to the Buyer is for servicing the export orders/contracts of the Buyer with the Overseas Buyers for export from India. Hence, no sales tax is chargeable on the quantities exported by the Buyer. However, the Buyer must furnish copies of the export order(s) or contract(s) with foreign buyer, H form declaration supported by a copy of the Bill of Lading evidencing the shipment within 45 days from the date of the shipment. The Buyer shall obtain and submit Bill of Lading exclusively for the quantities supplied by the Corporation. If Sales Tax is still levied the Buyer shall pay the same to the Corporation within seven (7) days from the date of receipt of notice issued by the Corporation summoning for such payment of Sales Tax in the form of a crossed Demand Draft

13. 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 are available in future, the Buyer shall compensate the Corporation of the same to the extent of Ex-mine sale value.

14. FAILURE TO SUPPLY ON ACCOUNT OF UNAVOIDABLE CAUSES:

The Buyer shall purchase the “Premium A grade Barytes lumps” with 4.29 Specific Gravity 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.

15. FAILURE AND TERMINATION:

- i. Time is the essence of this Contract. If the Buyer fails to purchase and lift the “Premium A grade Barytes lumps” with 4.29 Specific Gravity 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 “Premium A grade Barytes lumps” with 4.29 Specific Gravity is extinguished and Corporation shall have the right to dispose-off the same in the market.

b. The quantity of "Premium A grade Barytes lumps" with 4.29 Specific Gravity 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 above 80% 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 unlifted 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 19 i.e. Force Majeure.

(3) In the event, the quantity purchased by the Buyer is 90% and above of the target for the relevant period under review in accordance with Clause 4 above, it shall be considered as satisfactory performance.

ii. Notwithstanding the above, the Corporation will be at liberty to recover losses incurred by the Corporation on disposal of the stocks at the risk and cost of the Buyer.

iii. 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.

16. PERFORMANCE SECURITY DEPOSIT (PSD):

i. (a) The Buyer submitted a Performance Security Deposit in the form of Performance Bank Guarantee ("PBG") amounting to 5% 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 3 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 15 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.

17. TITLE AND RISK:

The title with regard to the relevant quantity of "Premium A grade Barytes lumps" 4.29 Specific Gravity 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 "Premium A grade Barytes lumps" 4.29 Specific Gravity" is delivered by the Corporation to the Buyer on ex-Mangampet Barytes Mine basis.

18. 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 prior approval of APMD. If any leftover material is there, APMD has the power to sell the quantity to any other party as deemed fit, provided such party matches the H1 price.

19. 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, 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.

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 Hyderabad/ Vijayawada (at the place of the head office of APMDC) only shall have jurisdiction to entertain and adjudicate any disputes.
- v. The Venue of the Arbitration will be at Hyderabad/ Vijaywada (at the place of the head office of APMDC) 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.

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 _____

For The AP. Mineral Development Corporation Ltd.,

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Designation

Designation

Witness:

1.

2.