



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

INTERNATIONAL COMPETITIVE BIDDING

**E-TENDER CUM E-AUCTION FOR SALE OF 'DRILLING GRADE
4.20 SPECIFIC GRAVITY' BARYTES ('A GRADE') AND
'DRILLING GRADE 4.10 SPECIFIC GRAVITY' BARYTES ('B
GRADE') ON EX-MANGAMPET BARYTES MINE NEAR RLY
KODUR, KADAPA DISTRICT, ANDHRA PRADESH, INDIA.**

Tender No: APMDC/M&S-88/BAR-GT/15 dated 14.04.2015

**The A.P. Mineral Development Corporation Limited (APMDC)
6-2-915, 3rd Floor, Rear Block (HMWSSB premises), Khairthabad,
Hyderabad - 500 004, India**

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

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

TABLE OF CONTENTS

S. No	Content	Page No.
1	Bid Notification	3-4
2	Disclaimer	5-6
3	Bidding Process Schedule	7
4	Terms and Conditions of the Tender	8-37
5	Annexure 1: Format of Covering Letter	38-39
6	Annexure 2: Format for Details of Bidders	40
7	Annexure 3: Format of Statement detailing Exports	41-42
8	Annexure 4: Format for Establishing Financial Capacity Experience (For Indian Bidders)	43-44
9	Annexure 5: Format for Establishing Financial Capacity Experience (For International Bidders)	45-46
10	Annexure 6: Format for Performance Bank Guarantee	47-49
11	Annexure-7: Proforma Agreement	50-63



The A.P. Mineral Development Corporation Limited

(A State Government Undertaking)

**3rd Floor, Rear Block (HMWSSB premises), Khairthabad, Hyderabad
- 500 004, India**

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

E-Mail: apmcmd@gmail.com ; apmcmdmarketing@gmail.com

Notice for International Competitive Bidding by e-Tender cum e-Auction for Sale of 'Drilling grade 4.20 Specific Gravity' Barytes ('A Grade') and 'Drilling grade 4.10 Specific Gravity' Barytes ('B Grade') on Ex-Mangampeta Barytes Mine near Rly Kodur, Kadapa District, Andhra Pradesh, India.

e-Tender cum e-Auction No: APMDC/M&S-88/BAR-GT/15 dated 14.04.2015

The Andhra Pradesh Mineral Development Corporation (APMDC) intends to sell about 3,00,000 Metric Tons of 'Drilling grade 4.20 SG' Barytes ('A Grade') and about 1,00,000 Metric Tons of 'Drilling grade 4.10 SG' Barytes ('B Grade') on Ex-Mangampeta Barytes mine/stockyard basis (Near Rly. Kodur, Kadapa District, AP, India) for export purpose/ Captive consumption for oil well drilling in India/ abroad for a period of six months from the date of entering into contract(s).

Bidders shall quote for a minimum quantity of 1,00,000 Metric Tons of 'Drilling grade 4.20 SG' Barytes at a minimum price of INR 6000/ MT (USD equivalent-\$ 95/ MT) and 35,000 Metric Tons of 'Drilling grade 4.10 SG' Barytes at a minimum price of INR 4700/ MT (USD equivalent - \$ 75/ MT) and pay Bid Security of Rs.1,50,00,000/- for Indian Bidders/USD \$2,50,000/- for International Bidders in case of 'Drilling grade 4.20 SG' Barytes and Rs.50,00,000/- for Indian Bidders/ USD \$80,000/- for International Bidders in case of 'Drilling grade 4.10 SG' Barytes. The quantity will be distributed in the ratio of 50:30:20 between H1 and H3 bidders subject to H2 and H3 bidders matching H1 prices.

The above notified quantities will be sold by e-tender cum e-auction through MSTC Limited (A Govt. of India Enterprise). The intending Indian/ International Bidders shall register themselves with MSTC Limited. The tender document containing Bid Notification, E-Tender schedule, Terms and Conditions, Tender Submission Formats, etc can be viewed on APMDC website www.apmdc.ap.gov.in or on MSTC website www.mstcecommerce.com from 15.04.2015 onwards.

Interested parties are required to submit non-refundable Tender Document Fee of Rs. 50,000/- (Rupees Fifty Thousand only) for Indian Bidders or USD \$ 800/- (US Dollars Eight Hundred only) for International Bidders by way of RTGS/ NEFT/ SWIFT to APMDC Ltd.

APMDC reserves the right to accept or reject all or any of the Tender submission without assigning any reason whatsoever. APMDC also reserves the right to postpone, cancel, modify and annul the entire bid process duly notifying on its website or intimating the bidders who submitted the Tender, as the case may be.

M. Girija Shankar, IAS
Vice Chairman and Managing Director
The A. P. Mineral Development Corporation Limited

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 not an agreement and is neither an offer nor invitation 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 includes statements, which reflect various assumptions and assessments arrived at by the APMDC in relation to the Tender. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. 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 party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtains independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The APMDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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 assessment, assumption, 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 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

Either the issue of this Tender or its submission by the Bidder does not vest any right in the Bidder for being selected for award of the Tender.

APMDC reserves the right to reject all or any of the Bids without assigning any reason whatsoever.

BIDDING PROCESS SCHEDULE

Activity	Scheduled Date
Date of Bid Notification	14.04.2015
Posting of Tender Document on website of APMDC and MSTC	15.04.2015
Last Date for receipt of clarifications (Clarification Due Date)	Before 14.00 hours (IST) on 24.04.2015
Pre - Bid conference	At 15.00 hours (IST) on 27.04.2015
Last date for submission of Technical Bid	Before 17.00 hours (IST) on 04.05.2015
Date of e-tender cum e-auction	08.05.2015 (In case of any change, APMDC/ MSTC shall inform the e-Tender cum e-Auction date to the qualified Bidders as per the Tender terms and conditions separately)

TERMS & CONDITIONS

OF

**INTERNATIONAL COMPETITIVE BIDDING BY E-TENDER CUM E-AUCTION FOR
SALE OF 'DRILLING GRADE 4.20 SPECIFIC GRAVITY' BARYTES ('A GRADE')
AND 'DRILLING GRADE 4.10 SPECIFIC GRAVITY' BARYTES ('B GRADE') ON EX-
MANGAMPET BARYTES MINE NEAR RLY KODUR, KADAPA DISTRICT, ANDHRA
PRADESH, INDIA**

- (1) Andhra Pradesh Mineral Development Corporation Limited (APMDC) intends to sell about 300,000 Metric Tons of 'Drilling grade 4.20 SG' Barytes('A' Grade Barytes) and about 100,000 Metric Tons of 'Drilling grade 4.10 SG' Barytes('B' Grade Barytes) on Ex-Mangampeta Barytes mine/ stockyard basis (Near Rly. Kodur, Kadapa District, A.P., India) for export purpose/ captive consumption of oil well drilling in India/ abroad for a period of six months from the date of entering into the contract(s). The bids are invited on the basis of competitive bidding through e-tender cum e-auction conducted by MSTC Limited (A Govt. of India Enterprise) India, through website (www.mstcecommerce.com).
- (2) The word SELLER/ PRINCIPAL/ APMDC wherever appearing means the Andhra Pradesh Mineral Development Corporation Limited or its authorized representative.
- (3) The word MSTC wherever appearing means the MSTC Limited, Hyderabad, India hereinafter referred to as SELLING AGENT OF SELLER.
- (4) The word E-Auction wherever appearing means e-Tender cum e-Auction.
- (5) The word Technical Bid wherever appearing means
 - (a) Payment of Tender Document fee as per clause 11
 - (b) Payment of Bid Security as per clause 23
 - (c) All the bids submission documents and certificates as per clause 13, including annexures to the tender document duly filled in and any other submissions required under the tender.

- (6) The word SG wherever appearing means Specific Gravity.
- (7) The word BIDDER wherever appearing means Partnership Firm or Company 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 to bid.
- (8) The word PURCHASER(S)/ BUYER(S)/ SUCCESSFUL BIDDER(S) wherever appearing means Partnership firm(s) or Company(s) whose rate has been accepted by the SELLER and the sale order/ acceptance letter has been issued in their favor.
- (9) (i) The Sale will be governed by all the Terms & Conditions of the Tender Document.
- (ii) 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-Tender cum 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 for their record purpose if required. 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 will 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.
- (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.

(11) **Cost of Tender Document** :

(i) Bidders are required to provide non-refundable Tender Document Fee of Rs.50,000/- (Rupees Fifty Thousand only) for Indian Bidders or USD \$ 800/- (US Dollars Eight Hundred) for International Bidders **in favour of The AP Mineral Development Corporation Limited**. Document Fee may be remitted through RTGS/ NEFT/ SWIFT as follows:

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

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

b. For Euro payments for International Bidders, the details for making remittances to the APMDC's Account are given below:

1. Swift : DRESDEFFA
2. BANK NAME : DRESDNER BANK AG
3. BANK ADDRESS : FRANKFURT AM MAIN
JURGEN-PONTO PLATZ 1
6000 FRANKFURT 11, GERMANY
4. ACCOUNT TO CREDIT : 499/08058088/11/888
5. NAME ON ACCOUNT : ANDHRA BANK, ID, MUMBAI, SWIFT:
ANDBINBB
6. FURTHER CREDIT TO : ANDHRA BANK, SOMAJIGUDA BRANCH

7. ACCOUNT NUMBER : 053411100003509
8. NAME OF THE BENEFICIARY : A P MINERAL DEVELOPMENT CORPORATION LTD.
HYDERABAD

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

1. Name of the Beneficiary : A P MINERAL DEVELOPMENT CORPORATION LTD.
HYDERABAD
2. Account Number : 053411100003509
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 remitted Tender Document Fee through RTGS/NEFT/SWIFT should communicate APMDC, Hyderabad 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 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.

(ii) 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 shall be Non Refundable.

- (12) The Bidders who are interested to purchase 'Drilling grade 4.20 SG (A Grade) Barytes' and 'Drilling grade 4.10 SG (B Grade) Barytes through e-auction should get themselves registered with MSTC as buyer for e-auction at least 2 (two) working days prior to the last date and time of submission of

Technical Bids. 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.

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

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

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

I. **KYC Norms:**

a) **For International Bidders:**

- (i) Details of your Bank Account and confirmation thereof by the Bank along with attested signature of your contact person.
- (ii) Cancelled cheque from their bank account(s) to be submitted
- (iii) Partnership Deed and Registration Certificate of the Partnership Firm
- (iv) Certification of Registration or Certificate of Incorporation of the Company
- (v) Articles of Association and Memorandum of Association of the company
- (vi) For countries not having system of registration, Letter of introduction from the Bidder's local Chamber of Commerce (where the business is situated) to be forwarded to MSTC through Indian Consulate/ Embassy of the Bidder's country.

b) **For Indian Bidders:**

- (i) PAN Card
- (ii) 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

- 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 Annexure2.
- III. **Experience & Financial Capability:**
- a) **For International Bidders:**
- (i) The Bidder shall be a Registered Partnership Firm or a body corporate incorporated and registered with appropriate Statutory Bodies under the applicable laws.
 - (ii) The Bidder shall be an importer/ exporter of Minerals and should have imported/ exported Mineral(s) at least during two financial years out of the last three financial years (i.e. 2012-13, 2013-14 & 2014-15).
 - (iii) The Bidder shall have an Average Annual Turnover of USD \$ 16 million (US Dollar Sixteen million only) during the last three financial years (i.e., 2012-13, 2013-14& 2014-15) and should have an Average Annual Import/ Export turnover of USD \$ 3 million (US Dollar Three million only) during the last three financial years (i.e. 2012-13, 2013-14& 2014-15).
 - (iv) The Bidder shall have a minimum Net worth of USD \$ 5 million (US Dollar Five million only) at the close of the preceding financial year i.e. 2014-15.
- b) **For Indian Bidders:**
- (i) The Bidder may be a Registered Partnership Firm or a body corporate incorporated and registered under the Companies Act, 1956/ 2013.
 - (ii) The Bidder shall be an exporter of Minerals and should have exported Mineral(s) at least during two financial years out of the last three financial Years (i.e. 2012-2013, 2013-2014& 2014-15).
 - (iii) The Bidder shall have an Average Annual Turnover of Rs. 50crores (Rupees Fifty Crores only) during the last three financial years (i.e. - 2012-13, 2013-14 & 2014-15) and should have an Average Annual Export turnover of Rs. 10

crores (Rupees Ten Crores only) during the last three financial years (i.e. 2012-13, 2013-14 & 2014-15).

- (iv) The Bidder shall have a minimum Net worth of Rs. 15 crores (Rupees Fifteen Crores only) at the close of the preceding financial year i.e. 2014-15.

Note: The requirement of Export of Mineral(s) and Export Turnover is exempted for Oil Companies in India/ abroad if the Barytes purchased are exclusively used for captive consumption. A self-declaration from the Bidder shall be submitted to this effect.

- IV. The Bidder shall submit the following documentary evidence to this effect:
 - i. Importer Exporter Code (IEC) in case of Indian Bidders/ Registration with appropriate Statutory Bodies under applicable laws for import/ export of minerals in case of International Bidders.
 - ii. The Bidder shall submit Audited Annual Reports for the last 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. 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 in respect of Indian Bidders and Annexure 5 in respect of International Bidders.
 - iii. The Bidder shall furnish a statement detailing the imports/ exports year-wise and mineral-wise including quantity and value and also the destinations of such imports/ exports duly certified by the Statutory Auditor and countersigned by the Authorized Signatory of the Bidder in the format prescribed in Annexure 3.

Note: a) In the event the accounts for the latest financial year (i.e. 2014-15) are not audited, the same may be indicated by the Auditor/ Statutory Auditor in the Certificate along with the details for the immediately preceding financial year (i.e. 2013-14). For example, in the case of Turnover, if the accounts for the latest financial year (i.e. 2014-15) are not audited, the Annual Average Turnover and Annual Average Export Turnover (in case of International Bidders, it can be Annual Average Import/ Export Turnover) must be demonstrated in the three preceding years i.e. 2011-12, 2012-13 & 2013-14).

- b) In computing the Experience and Financial Capability in case of Indian Bidders under (b) above, the Experience and Financial Capability of their respective Associates would not be considered eligible.

V. Submission of documents under technical bids:

i. International Bidders:

All documents required as per this Tender document including Annexures 1,2,3&5 shall be uploaded into the website of MSTC by 17.00 hours(IST) on 04.05.2015. The bidders are required to upload into the website of MSTC by 17:00 hrs (IST) on 04.05.2015 only on the following extracts of the audited annual reports for the last five (5) financial years.

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

They are required to submit the complete audited annual reports for the last five (5) years along with other documents in original to APMDC for verification within 1 (one) week from the date of uploading the documents by the Bidders.

ii. **Indian Bidders:**

- a) All documents required as per this Tender document including Annexures 1,2,3 & 4 along with proof of payment of cost of tender document and Bid Security 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 superscribing “submission of Technical Bid under Tender No: APMDC/M&S-88/BAR-GT/15 due at 17.00 hrs on 04.04.2015” not later than 17.00 hours(IST) on 04.05.2015.
- b) APMDC is not responsible for the transit delays/ transit loss in submission of the technical bid.
- c) Bidders who submit the technical bid in person shall obtain acknowledgement from Mr.M Gopichand Naik, Addl. General Manager (Marketing) of APMDC during the office hours on working days.

VI. **Registration of Subsidiary under Indian Companies Act in respect of International Bidder**

Where the Bidder is an International Bidder, it will be required to form an 100% Subsidiary, incorporated under the Indian Companies Act, 1956/ 2013, immediately after the issue of Letter of Award to the Successful Bidder(s) and also to be the co-signatory to the Contract to be executed with APMDC.

The Successful Bidder(s) in case of International Bidders, shall hold a joint and several responsibility to APMDC for the Contract with APMDC under this Tender.

The Bidder’s competence and capability is proposed to be established by the eligibility as per Clause 13. The Bidders who meet the minimum eligibility criteria will be eligible for the next stage of the selection process i.e. e-Auction as mentioned in Clause 38. The e-Tender cum e-Auction will be held on 08.05.2015. In case of any change, APMDC/ MSTC shall inform the revised date to the shortlisted/ qualified Bidders.

(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 Security Deposit, 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 have common controlling shareholders or other ownership interest; where the direct or indirect shareholding is more than 25 per cent of the paid up and subscribed 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 section 4A of the Companies Act 1956. For the purposes of this Clause 14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary;

Provided such conflict of Interest shall not apply in the case where one Bidder is applying for 'Drilling grade 4.20 SG (A Grade) Barytes' only and the other Bidder is applying for Drilling grade 4.10 SG (B Grade) Barytes only.

- (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.

(15) Clarifications:

(i) A prospective Bidder requiring any clarification on the Tender Document may notify APMDC through e-mail to: apmdcmd@gmail.com; apmdcmarketing@gmail.com.

(ii) The Bidders should send in their clarification before 14.00 hours (IST) on 24.04.2015. APMDC may, at its discretion, provide its response(s) to the clarifications and interpretations, if any, on website of MSTC at www.mstcecommerce.com and APMDC at <http://www.apmdc.ap.gov.in/>

(iii) APMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, APMDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring APMDC to respond to any question or to provide any clarification.

(iv) APMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by APMDC shall be deemed to be part of the Tender Document. Verbal clarifications and information given by APMDC or its employees or representatives shall not in any way or manner be binding on APMDC.

(16) 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 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.

(17) CONTACT PERSONS:

(A) APMDC

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

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

E-Mail: apmdcltd@yahoo.com or apmdcltd@gmail.com

(B) For MSTC E-Auction Bidding Queries

1. Name of the Contact Person: Mr. D. Sreenivas, AGM

Contact No.: +91 40 2330 1039, +91 40 2330 1049, +91 70930 02799

E-Mail: dsreenivas@mstcindia.co.in

2. 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

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

- (18) Seller/ MSTC reserves right to stop/ postpone/ cancel the e-auction at any stage without assigning any reason there for.
- (19) Seller/ MSTC reserves the right to accept or reject the highest rate offered in the e-auction without assigning any reasons there for.
- (20) Seller/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 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.
- (21) 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 ‘Drilling grade 4.20 SG (A Grade)Barytes’ and ‘Drilling grade 4.10 SG (B Grade)Barytes’ 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, Telangana.

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

(i) 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, shall be treated as invalid, and Bid Security submitted shall be forfeited to APMDC.

(23) **Bid Security:**

(i) The Bidders shall submit a Bid Security for an amount equivalent to Rs.1,50,00,000/- (Rupees One Crore and Fifty Lakhs only) for Indian Bidder / USD \$ 2,50,000 (US Dollars Two Lakh Fifty Thousand only) for International Bidder in case of ‘Drilling grade 4.20 SG (A Grade)Barytes’ and Rs.50,00,000/- (Rupees Fifty Lakhs only) for Indian Bidder/ USD \$ 80,000/- (US Dollars Eighty Thousand only) for International Bidder in case of ‘Drilling grade 4.10 SG (B Grade) Barytes through RTGS/ NEFT/ SWIFT. APMDC shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. No payment by Third Party on behalf of the Bidder shall be accepted.

a)For INR payments for Indian Bidder(s): The Indian Bidder(s) who intend to participate in e-tender cum e-auction should remit bid security to the APMDC’s Account as per the details below.

1. Name of the Beneficiary : A P MINERAL DEVELOPMENT CORPORATION LTD.
HYDERABAD

- 2. Account Number : 053411100003509
- 3. IFS CODE : ANDB0000534
- 4. Name of the Bank and Branch : Andhra Bank, Somajiguda,
Hyderabad

b) For USD Dollar payments for International Bidders, the details for making remittances of the bid security to the APMDC's Account are given below:

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

c) For Euro payments for International Bidders, the details for making remittances of bid security to the APMDC's Account are given below:

- 1. Swift : DRESDEFFA
- 2. BANK NAME : DRESDNER BANK AG
- 3. BANK ADDRESS : FRANKFURT AM MAIN
JURGEN-PONTO PLATZ 1
6000 FRANKFURT 11, GERMANY
- 4. ACCOUNT TO CREDIT : 499/08058088/11/888
- 5. NAME ON ACCOUNT : ANDHRA BANK, ID, MUMBAI, SWIFT:
ANDBINBB
- 6. FURTHER CREDIT TO : ANDHRA BANK, SOMAJIGUDA BRANCH
- 7. ACCOUNT NUMBER : 053411100003509

8. NAME OF THE BENEFICIARY : A P MINERAL DEVELOPMENT CORPORATION LTD.
HYDERABAD

NOTE: BANK TRANSFER CHARGES EITHER WAY WOULD BE ON BIDDER'S A/C ONLY. The Bidders who remitted Bid Security through RTGS/NEFT/SWIFT should communicate APMDC Limited, Hyderabad 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 due date as above will not be accepted and Bidders will not be allowed to participate in e-auction. 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.

(i) 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.

(ii) Bid Security shall be forfeited/ invoked by APMDC under the following circumstances:

a) If the Bidder withdraws the Bid at any time during the stipulated period of Bid validity including extended time.

b) If the Bidder:

i. In APMDC's opinion, commits a material breach of any of the terms and / or conditions contained in the Tender Document and / or subsequent communication from APMDC in this regard.

ii. If the Bid is varied and/or modified during the Bid validity period and any extension thereof as agreed by the Bidder

iii. Does not accept the Letter of Award (LOA) or fails to sign the Contract or abide by any other terms and conditions of the LOA

iv. Fails to submit the Performance Security Deposit after acceptance of their Bid by APMDC in accordance with the LOA

(iii) In respect of Successful Bidder(s), the Bid Security amount submitted by them will be adjusted against Performance Security Deposit (PSD).

(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 H1-H3 Bidders. However, APMDC may adopt such procedure as it may deem fit under the circumstances for the return and timing of return of Bid Security to the unsuccessful Bidders.

(24) The Bidders who remitted Bid Security through RTGS/ NEFT/ SWIFT should communicate APMDC, Hyderabad 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 and Tender Document Fee received through DD/ PO or RTGS/ NEFT/ SWIFT transfers in APMDC account after the due date as above will not be accepted and Bidders will not be allowed to participate in e-auction.

(25) **Pre-Bid Conference:**

(i) Pre-Bid conference of the Bidders shall be at 15.00 hours (IST) on 27.04.2015 at the office of APMDC. The Bidders, who are unable to attend the Pre-Bid Conference, may send their queries, if any, through e-mail as per Clause 15.

(ii) A maximum of two representatives of each Bidder shall be allowed to participate in the Pre-Bid Conference.

(iii) During the course of the Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the APMDC. APMDC 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 Bidding Process.

(26) **Minimum Quantity :**

(i) Bidders are required to submit their Bid for purchase of a minimum quantity of **1,00,000 MTs** for 'Drilling grade 4.20 SG (A Grade) Barytes' and **35,000 MTs** for 'Drilling grade 4.10 SG (B Grade) Barytes'.

(ii) Bidders participating in this e-tender cum e-auction implies that he is quoting for a minimum quantity of **1,00,000 MTs** for 'Drilling grade 4.20 SG (A Grade) Barytes' and/ or **35,000 MTs** for 'Drilling grade 4.10 SG (B Grade) Barytes'.

(iii) APMDC shall distribute the Offered quantity of about 3,00,000 MTs of 'Drilling grade 4.20 SG (A Grade) Barytes' and 1,00,000 MTs of 'Drilling grade 4.10 SG (B Grade) Barytes' between H1 to H3 Bidders in the ratio of 50:30:20 respectively ("Allotted Quantity") provided H2 & H3 Bidders match their quoted prices with that of H1 Bidder.

(iv) a. APMDC will provide a delivery schedule every month in advance and intimate the same to the Buyers. APMDC will supply the material within 30 days of the advance payment. In case there is a deviation of more than 10% in the supply of Barytes from the agreed delivery schedule in a month by APMDC, APMDC will return the interest earned on the payments received for the undelivered quantity after the expiry of 30 days from the date of receipt of the advance.

b. In the event that either party is rendered physically unable by a Force Majeure event to supply or lift the agreed quantities, no penalty will be applicable and the contract period will be extended by a period equal to the period of the Force Majeure event. The term Force Majeure event shall mean any acts of God, war, civil riots/ movements, fire directly affecting the contract, flood, mine inundation, earthquakes, hurricane, lockouts, strikes, civil war, compliance with any statute, regulation, rules, order or notification of Government etc. (Please refer to clause 21 of the pro-forma agreement attached)

c. In case there is a backlog at end of month, APMDC will clear the backlog. Only after clearing the backlog, the next month's supplies will be carried out. In case the Buyers do not lift the backlog quantity, APMDC shall be free to sell the quantities in outside market.

(V) **Supply of drilling grade 4.20 SG (A grade) in lieu of Drilling grade 4.10 SG (B grade):**

In the event of non-availability of production of B grade Barytes due to geological reasons etc, in a particular month(s), APMDC at its discretion

shall offer A grade Barytes to the Buyer(s) for such period subject to availability of A grade Barytes and also subject to consent of the Buyer(s) to the sale price and premium as fixed by the APMDC.

(27) Minimum Price:

(i) The Bidders shall, online on the MSTC website, quote / offer per Metric Ton of 'Drilling grade 4.20 SG (A Grade) Barytes' and 'Drilling grade 4.10 SG (A Grade) Barytes' at which he desires to purchase the Barytes exclusive of applicable taxes and levies, etc. Online Bidding shall be done by both Indian and International Bidders in Indian Rupees (US Dollar equivalent) only. However, for the convenience of the Bidders, the auction screen of MSTC shall display the quotes in both INR and corresponding USD. Applicable levies, duties and taxes, etc. during the pendency of the contract will be charged extra as ruling on the date of dispatch. In the event of any increase in the existing statutory levies, duties and taxes, etc, the same shall be borne by the Successful Bidder(s). Similarly, in case of imposition of any additional levies, duties and taxes, etc, by the Government of India/ Government of Andhra Pradesh/ local bodies/ etc, the same shall be borne by the Successful Bidder(s) from the date made effective by the respective authorities.

(ii) The Minimum Price to be quoted by Indian/ International Bidders for 'Drilling grade 4.20 SG (A Grade) Barytes shall be INR 6000/ MT (USD equivalent to \$ 95) calculated @ INR 63/ USD, loose on Ex-Mangampeta mine/stockyard basis exclusive of statutory levies, taxes, etc and as per the terms and conditions of the Tender document.

(iii) The Minimum Price to be quoted by Indian/ International Bidders for 'Drilling grade 4.10 SG (B Grade) Barytes shall be INR 4700/ MT (USD equivalent to \$75) calculated @ INR 63/ USD, loose on Ex-Mangampeta mine/stockyard basis exclusive of statutory levies, taxes, etc and as per the terms and conditions of the Tender document.

(iv) The price quoted must be net per metric ton in loose on the basis of Drilling grade 4.20 SG (A Grade) Barytes and Drilling grade 4.10 SG (B Grade) Barytes exclusive of statutory levies like royalty and Cess payable to the

Government and Sales Tax if any on Ex-Mangampet Barytes mine/stockyard basis. In addition an amount equivalent to 1% of the sale price shall be payable for Drilling grade 4.20 SG (A Grade) Barytes and Drilling grade 4.10 SG (B Grade) Barytes towards Infrastructure Development Fund (IDF) in the local area.

(v) The Contract Price as calculated in Clause 27 (vii) shall not, under any circumstances, be less than the Price quoted by the H1 Bidder as per this Tender.

(vi) The Contract Price shall also be adjusted in the event of official Rupee devaluation by the RBI/ GOI.

(vii) The Contract Price is exclusive of the royalty and other statutory levies, duties and taxes etc, which shall be payable by the Buyer, at actuals. The present royalty rate is 6.50% of the sale price ad valorem. Similarly, in case of imposition of any additional levies, duties and taxes, etc, by the Government of India/ Government of Andhra Pradesh/ local bodies/ etc, the same shall be borne by the Successful Bidder(s) from the date made effective by the respective authorities even such date (s) falls on or before the date of e-tender and signing of the contracts.

(xi) The Buyer shall have to comply with all the Applicable Laws, rules, regulations and amendments thereon from time to time, including the Foreign Exchange Management Act, 1999 as may be applicable in relation to the said transactions.

(28) Quality:

(i) a. APMDC shall supply 'Drilling grade 4.20 SG (A Grade) Barytes with 4.23 SG on average to the buyers. The buyers shall be obligated to lift the quantities even if the material is lesser than 4.23 SG. APMDC will provide higher grade material to compensate for the lower grade material to the Buyers in the same month so as to maintain an average of 4.23 SG grade in the month. Barytes supplied by APMDC shall be in lots each of 2,000 MTs to 5,000 MTs or monthly drawl quantity.

b. However, the bidders/ buyers are required to pay a premium of 1% of the sale price per MT per each 0.01 unit increase in the specific gravity over and above 4.20 and below 4.28 SG in respect of A grade and over and above 4.10 and below 4.20 SG in respect of B grade, fractions pro-rata.

(ii) 'Drilling grade 4.10 SG (B Grade) Barytes' supplied by the Corporation shall be with minimum 4.10 SG and below 4.20 SG on an average for monthly drawal quantity.

(iii) APMDC stacks Barytes of various grades produced in the mine at the stockyard separately. The quality of each stack will be determined by a third party inspection agency appointed by APMDC. Till such arrangements for third party inspections are made, the quality will be determined by qualified personnel of the APMDC. While the material is issued/ delivered to the Buyer, the APMDC dispatches various grades in a proportion so that the entire lot of Barytes delivered to the Buyer in a month will have the agreed specific gravity on average basis.

(iv) APMDC reserves the right to sell the available Barytes with SG 4.28 and above as chemical grade separately after meeting the blending requirements under the supply contracts.

(29) Premium on Quality:

(i) In case of Drilling grade 4.20 SG (A Grade) Barytes: The Buyers are 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 4.20 and below 4.28, fractions *pro-rata*.

(ii) In case of Drilling grade 4.10 SG (B Grade) Barytes: The Buyers are 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 4.10 and below 4.20, fractions *pro-rata*.

(30) Preparation and Submission of Technical Bid :

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

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

(iii) The Technical Bid submissions and accompanying information shall be complete and strictly as per the requirements in the Tender Document.

(iv) Erasing and overwriting shall be avoided in the Technical Bid submissions. If any corrections are to be made, the part to be corrected shall be neatly written duly attesting the correction.

(v) The Technical Bid submissions shall be duly signed by an authorized person/an Officer of the bidder's organization with the firm's seal. Bidder shall clearly indicate their legal constitution and the person signing the Bid submissions shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document consisting adequate proof of the ability of the signatory to bind the Bidder, 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.

(vi) With regard to procedure of submission of the Technical Bid please refer to clause 13.IV.

(31) E-Auction Due Date:

(i) E-tender cum e-auction date for both Drilling grade 4.20 SG (A Grade) Barytes and Drilling grade 4.10 SG (B Grade) Barytes shall be informed to the technically qualified bidders. E-tender cum e-auction for both the grades shall be held on the same auction.

(ii) APMDC, at its sole discretion, may extend the e-Auction Due Date by issuing an Addendum.

(iii) As per clause 13.IV mentioned above, the Technical Bid submissions shall be done before 17.00hours (IST) on 04.05.2015.

(32) 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.

(33) Validity of Bids:

(i) The tender shall be kept valid up to 90 (ninety) days from the date of closing of e-auction (exclusive of date of e-auction) and shall not be

withdrawn on or after submission of the tenders till expiry of the validity period or any extension thereof.

(ii) The validity of Bids may be extended by mutual consent of the respective Bidders and APMDC.

(iii) Any loss of period on account of orders of any competent court shall not count towards this period.

(34) 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.

(35) 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.

(36) Transfer of Tender Document Fee:

The Tender document fee is non-transferable.

(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.

(38) Bidding Process:

(i) The Bidders who meet the minimum eligibility criteria as per clause 13, submission of tender document fee as per clause 11 and submission of Bid Security as per clause 23 will 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. The exchange rate will be displayed in the auction floor. The bidders shall quote in per MT basis only.

(v) Each grade ('Drilling grade 4.20 SG (A Grade) Barytes and Drilling grade 4.10 SG (B Grade) Barytes is separate for bidding. Bidders have to bid separately for each grade.

(vi) Procedure to participate in Global e-tender cum e-auction: Open website www.mstcecommerce.com, Click on 'E-Auction' tab on the left side of the page and select 'e-Auction for Govt. of AP & Telangana, then Enter using your User ID and password and Select 'Buyer' from the drop down box, Click on 'View Details', Click on 'View Live Auctions', Select 'APMDC e-Tender cum e-Auction Number _____'. On clicking on the auction number, the system will prompt a pop-up message for selecting either e-tender or e-auction. Bidder may select accordingly as per his choice and follow the procedure for e-tender and/ or e-auction as detailed below:

(vii) Procedure to participate in e-tender:

The e-tender form for bidding will appear with all details. Now, you can type your bid against the grade of your choice and click on 'BID' button to submit your bid. Once a bid is registered against a grade, the 'BID' button against that grade will get disabled and you cannot bid against the same grade again. To view your bid, you may click on the link 'Your Bid' and see the bid and bid date and time. e-tender opening time & closing time, mentioned in the e-tender cum e-auction catalogue may be treated as Indian Standard Time (IST) only. The e-tender will not be appearing during the extended e-auction time. Bidders can submit bid amount in e-tender with Minimum Price or Minimum Price plus any amount in multiples of Rs. 50 per MT.

(viii) Procedure to participate in e-auction:

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

e-Auction period will be of 3 (three) hours duration subject to automatic extension. If any valid bid is received in less than 8 minutes before closing time, closing time will automatically extend up to last bid time plus 8 minutes, thus giving enough opportunity to others to revise their bids on that e-auction. The process will continue. The e-auction will close at a time when there will be no bid for consecutive 8 minutes. While during normal and extended period of e-auction, bidders can increase bid amount by a minimum of Rs. 50 per MT for each grade.

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

(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, an evaluation list of Bidders will be prepared in the order of ranking as overall H1 (Highest Bidder), H2 (second highest) and so on from both e-tender and e-auction. APMDC shall distribute the Offered quantity of about 3,00,000 MTs of 'Drilling grade 4.20 SG (A Grade) Barytes and 1,00,000 MTs of 'Drilling grade 4.10 SG (B Grade) Barytes between H1 & H3 Bidders in the ratio of 50:30:20 respectively ("Allotted Quantity") provided H2 & H3 Bidders match their quoted prices with that of H1 Bidder. Immediately after closing of e-auction, a system generated automatic "Intimation Letter" will be issued by e-mail to the H1-H3 Bidders. The Letter of Award (LOA) will be issued by APMDC to H1-H3 Bidders subject to H2-H3 matching their quoted prices with that of H1 Bidder.

(ii) In the event, the Allotted quantity to a Successful Bidder is higher than the Minimum quantity and such Bidder accepts to take only the Minimum quantity or a quantity which is more than the Minimum quantity but less than the Allotted quantity, the balance quantity available after the allocation to such Bidder shall be distributed amongst the other successful Bidders on a pro-rata Basis. APMDC reserves the right to allocate the balance quantity after allotment to H1 to H3 Bidders, if any, at its discretion at the H1 accepted rate.

(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. Similar procedure will be followed for determining the H2 and H3 Bidders also.

(iv) It must be noted by the H1-H3 Bidders that Intimation Letter will be issued by MSTC only for the purpose of record within the stipulated time from the closing date of e-auction. Bidders must, therefore keep a watch on their incoming e-mail for Intimation Letters. Normally no hard copy of the Intimation Letter will be issued by MSTC.

(v) The letters of Award (LoA) in clause (i) above will be issued by APMDC to H1 to H3 bidders after approval by the board of APMDC and or GoAP within the validity of Bids at Clause 33. 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 bidders to issue LoAs immediately on receipt of such intimation letters from MSTC.

(40) Performance Security:

(i) The Buyer(s) shall pay Performance Security Deposit (PSD) amounting to 10% value of quantity of Barytes offered for period of the contract (six Months) and shall be submitted as follows:

(a) 25% (Twenty Five percent) of the Performance Security shall be paid by Bankers cheque or demand draft in favour of APMDC.

(b) The balance 75% (Seventy Five percent) of the Performance Security shall be paid in the form of an unconditional and irrevocable Performance Bank Guarantee (PBG) on any Scheduled Bank to APMDC as per the pro-forma at Annexure 6 within 10 days from the date of acceptance of the Bid by APMDC. The PBG to be furnished by the Successful Bidder(s) to APMDC as above should be valid for a period of 6 months from the date of the contract with a claim period of 6 months from the date of expiry of the contract. The Performance Security Deposit including Performance Bank Guarantee shall not bear any interest. Any bank charges or commission on account of furnishing the Performance Bank Guarantee shall be borne by the Successful Bidder(s) only. Failure to comply with the requirements under this clause by the Successful Bidder(s) shall lead to annulment of the contract and forfeiture of the Bid Security submitted by the successful bidders. The Performance Security Deposit amount including Performance Bank Guarantee as above will be returned to the Successful Bidder(s) by APMDC within 7 months from the date of expiry of the contract, on production of "no dues certificate" issued by the Chief Project Officer, Mangampet Barytes Project and an unconditional "no claim certificate" by the buyer.

(ii) In respect of Successful Bidder(s) who submitted the Bid Security of **Rs.1,50,00,000/- (Rupees One crore fifty lakhs only)/ USD \$ 2,50,000** (US Dollars two lakhs and fifty thousand only) in case of 'Drilling grade 4.20 SG (A Grade) Barytes' and **Rs. 50,00,000/- (Rupees Fifty Lakhs only)/ USD \$ 80,000** (US Dollars Eighty Thousand only) in case of 'Drilling grade 4.10 SG (B Grade)Barytes' by RTGS/ NEFT/ SWIFT, the Bid Security will be adjusted against the Performance Security Deposit provided by the Bidder by way of Bankers cheque or demand draft as per Clause 40(a). If the Bidder has submitted Bid Security in excess of the amount as calculated under Clause 40(a), the differential amount will be returned to the Successful Bidder(s) by APMDC. However, in case the Successful Bidder(s) submitted Bid Security for an amount lower than the value as per Clause 40(a), the differential amount shall be submitted to APMDC in the manner provided in Clause 40(a).

(41) Income Tax Liability:

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

(42) 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.

(43) Black Listing:

The SELLER and/or MSTC/APMDC reserve 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.

(44) 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 'Grade Name' on the e-auction Floor where Bidders are required to bid. The complete 'Item Details' can be seen by the Bidders by clicking on the respective Item hyperlinked under Grade Name and it shall be the responsibility of the Bidders to see the 'Item Details' before bidding and no representation / complaint in this regard will be entertained by MSTC / Seller from the Bidders.

(45) The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions or General Terms & Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.

ANNEXURE - 1
Format of Covering Letter

Date:
Place:

To
Vice Chairman & Managing Director,
The Andhra Pradesh Mineral Development Corporation Limited (APMDC),
3rd Floor, Rear Block (HMWSSB premises)
Khairthabad, Hyderabad - 500 004, India
Tel: +91-40-23323153, Fax: +91-40-23393152

Dear Sir

Sub: Sale of 'Drilling grade 4.20 SG (A Grade) Barytes' and 'Drilling grade 4.10 SG (B Grade) Barytes' on Ex-Mangampet Barytes Mine near Rly. Kodur, Kadapa District, Andhra Pradesh, India

Ref: Global E-Tender cum E-Auction No. APMDC/ M&S-88/BAR-GT/15 dated 15.04.2015

1. We, M/s _____ (Name of the Bidder) submit herewith our Bid in respect of the Sale of 'Drilling grade 4.20 SG (A Grade) Barytes' and 'Drilling grade 4.10 SG (B Grade) Barytes' (as the case may be) 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 a minimum quantity of 1,00,000 MTs of ‘Drilling grade 4.20 SG (A Grade) Barytes’ and a minimum quantity of 35,000 MTs of ‘Drilling grade 4.10 SG (B Grade) Barytes’ (as the case may be) if we are allotted.
4. We do not have any conflict of interest in accordance with Clause 14 of **Terms and Conditions**.
5. We agree and undertake to :
- a. Abide by all the terms and conditions of the Tender document.
 - b. Keep this offer valid up to 90 (ninety) days from the date of closing of e-auction.
6. The undersigned is the Authorized Person to submit this Document as per the Power of Attorney/Board resolution submitted along with the Bid Submissions.

For and on behalf of:

Signature:

(Authorized Representative and Signatory)

Name of the Person, Designation:

(Name and seal of the Bidder)

ANNEXURE - 2
Format of Details of Bidders

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

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

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

4. 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

(Refer Clause 13 of Terms & Conditions)

FORMAT OF STATEMENT DETAILING EXPORTS

(To Be Certified by Statutory Auditor of the Bidder)

For Indian Bidders (Other than Indian Oil Companies)

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

(Contd..)

For International Bidders

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

Name of the Audit Firm:

Seal of the Audit Firm:

(Signature, Name and Designation
of the Authorised Signatory)

Date:

Note: The Bidder shall submit the Importer Exporter Code (IEC)/ Registration with appropriate Statutory bodies under applicable laws for import/export of minerals to demonstrate experience in the export (in case of Indian Bidders) and import/ export (in case of International Bidders) of any Minerals in at least two years out of the last three financial Years (i.e. 2012-2013,2013-2014& 2014-15)

ANNEXURE - 4

(Refer Clause 13 of Terms & Conditions)

FORMAT FOR ESTABLISHING FINANCIAL CAPACITY EXPERIENCE

(To Be Certified by Statutory Auditor of the Bidder)

For Indian Bidders

a. Annual Turnover:

(In Rs. crore)

Name of the Bidder	2014-15	2013-14	2012-13	Annual Average Turnover

b. Export Turnover:

(In Rs. crore)

Name of the Bidder	2014-15	2013-14	2012-13	Annual Average Export Turnover

c. Net worth:

(In Rs. crore)

Name of the Bidder	Net worth for the latest year (2014-15)	
	1. Subscribed and Paid-up Equity	
	2. Reserves	
	3. Revaluation reserves	
	4. Miscellaneous expenditure not written off	
	5. reserves not available for distribution to equity shareholders	
	Total Net worth (1+2-3-4-5)	

Name of the Audit Firm:

Seal of the Audit Firm:

(Signature, Name and Designation
of the Authorised Signatory)

Date:

Instructions:

1. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
2. **The Statutory Auditor of the Bidder should certify the Net worth, Turn over tables as mentioned above in point a, b & c.**
3. *In the event the accounts for the latest financial year (i.e. 2014-15) are not audited, the same may be indicated by the Auditor/ Statutory Auditor in the Certificate along with the details for the immediately preceding financial year (i.e. 2013-14).*

In the case of Turnover, if the accounts for the latest financial year (i.e. 2014-15) are not audited, the Annual Average Turnover must be demonstrated in the three preceding years i.e. 2011-12 and 2012-13 & 2013-14).

In the case of net worth, if the accounts for the latest financial year (i.e. 2014-15) are not audited, the net worth must be demonstrated as on 31.03.2014.

Annexure - 5

(Refer Clause 13 of Terms & Conditions)

FORMAT FOR ESTABLISHING FINANCIAL CAPACITY EXPERIENCE

(To Be Certified by Statutory Auditor of the Bidder)

For International Bidders

a. Annual Turnover:

(In USD Millions)

Name of the Bidder	2014-15	2013-14	2012-13	Annual Average Turnover

b. Import/ Export Turnover:

(In USD Millions)

Name of the Bidder	2014-15	2013-14	2012-13	Annual Average Export Turnover

c. Net worth:

(In USD Millions)

Name of the Bidder	Net worth for the latest year (2014-15)	
	6. Subscribed and Paid-up Equity	
	7. Reserves	
	8. Revaluation reserves	
	9. Miscellaneous expenditure not written off	
	10. reserves not available for distribution to equity shareholders	
	Total Net worth (1+2-3-4-5)	

Name of the Audit Firm:

Seal of the Audit Firm:

(Signature, Name and Designation
of the Authorised Signatory)

Date:

Instructions:

1. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
2. **The Statutory Auditor of the Bidder should certify the Net worth, Turn over tables as mentioned above in point a, b & c.**
3. *In the event the accounts for the latest financial year (i.e. 2014-15) are not audited, the same may be indicated by the Auditor/ Statutory Auditor in the Certificate along with the details for the immediately preceding financial year (i.e. 2013-14).*

In the case of Turnover, if the accounts for the latest financial year (i.e. 2014-15) are not audited, the Annual Average Turnover must be demonstrated in the three preceding years i.e. 2011-12 and 2012-13& 2014-15).

In the case of net worth, if the accounts for the latest financial year (i.e. 2014-15 or 2014) are not audited, the net worth must be demonstrated as on 31.03.2014 or as on 31.12.2014 as the case may be.

ANNEXURE - 6

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, having its Registered Office at # 6-2-915, 3rd floor, Rear block (HMWSSB premises), Khairthabad, 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 assigns and having entered into a contract dt., with M/s (hereinafter referred to as 'Buyer' which expression unless repugnant to the context or meaning thereof, shall include all the Successors, Administrators, Executors and Assigns), for purchase of MTs of 'Drilling grade 4.20 SG (A Grade) Barytes' and MTs of 'Drilling grade 4.10 SG (B Grade) Barytes' for a period of six months at Rs..... and at Rs.....per MT respectively and the Corporation having agreed that the Buyer shall furnish to the Corporation an irrevocable and unconditional Performance Bank Guarantee or 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 Rs.....lakhs 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 6 months thereafter.
5. We further agree that as between us and Corporation for the purpose of this Guarantee, any notice given to us by the Corporation that the money is payable by the Buyer and any amount claimed in such notice by the Corporation shall be conclusive and binding on us notwithstanding any difference between the Corporation and the Buyer, or any dispute pending

before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected/ discharged by any change in our constitution or in the constitution of the Corporation or in that of the Buyer. We also undertake not to revoke this Guarantee during its currency. This Guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Buyer and shall remain valid binding and operative against the Bank.

6. Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rs.....Lakhs (Rupees.....only) in aggregate and it shall remain in full force upto and including 6 months after unless extended further, from time to time for such period as may be instructed in writing by M/s Andhra Pradesh Mineral Development Corporation Limited (name of the company) 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 6 months after the expiry of extended period if any. If no such claim has been received by us within the 6 months after the said date/ extended date, the right of the Corporation under the Guarantee will cease. However, if such a claim has been received by us within and upto 6 months after the said date/extended date all the rights of the Corporation under this guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Dated thisday of.....20__.

Witness:

- 1.
- 2.

Signature.

Annexure-7

Proforma Agreement

This agreement (referred to as the "Contract") entered into on this ____ day of _____, 2015 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), Khairtabad, Hyderabad - 500 004 represented by its Vice Chairman & Mg. Director Sri _____, IAS (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

_____, a Company incorporated under Companies Act 1956/ 2013 and having its Registered Office at _____, Tel: _____, Fax: _____ Email: _____, represented by _____, (Designation), S/o. _____ aged about _____ years, who is authorized to sign this Contract (hereinafter called "Buyer" which expression shall mean and include its successors, and representatives) on the other part.

- A. Whereas the Corporation invited global e-tender cum e-auction under e-tender No. _____, dt. _____ (referred to as the "Tender") inter alia for sale of 3 lakh MTs of 'Drilling grade 4.20 Specific Gravity' Barytes ('A Grade'), loose, on Ex-Mangampeta Barytes Mine basis for a period of six months for export purpose and the Buyer submitted its offer dt. _____ for purchasing 'Drilling grade 4.20 Specific Gravity' Barytes at Rs. _____/- (Rupees _____ only) per MT.
- B. The Buyer is declared as the..... bidder in the global e tender cum e auction under e tender No. APMDC /M&S-88/BAR-GT/15 dt.14.04.2015 and pursuant to the conditions stipulated under the tender, the corporation accepted the Buyer's offer and agreed to supply _____ MTs 'Drilling grade 4.20 Specific Gravity' Barytes, loose on ex-

Mangampeta Barytes Mine basis for a period of 6 (six) months vide its letter No. -----, dt.-----]

- C. The parties intend to enter into this Contract for sale of _____ Lakh MTs of “Drilling grade 4.20 Specific Gravity” Barytes by the Corporation to the Buyer and to record the terms and conditions for the supply and purchase of the ‘Drilling grade 4.20 Specific Gravity’ Barytes.
- D. The parties to the contract are the Corporation and the Buyer.

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

1. PURPOSE:

- i. The Buyer agrees to buy from the Corporation ‘Drilling grade 4.20 Specific Gravity’ Barytes, and the Corporation agrees to supply to the Buyer ‘Drilling grade 4.20 Specific Gravity’ Barytes, produced from the Corporation’s mines in Mangampeta village near Railway Kodur, Kadapa District (AP) (referred to as the “Mangampeta Barytes Mine”) on the terms and conditions contained in this Contract for export from India. The Buyer further undertakes that the ‘Drilling grade 4.20 Specific Gravity’ Barytes purchased from the Corporation will be exported by them and shall not sell the same to any individual or company or person or any other business entity in India.
- ii. The ‘Drilling grade 4.20 Specific Gravity’ Barytes offered for supplies by the Corporation to the Buyer under this Contract is meant for servicing the export contracts or orders of the Buyer with the foreign buyers by the Buyer.

2. PERIOD OF THE CONTRACT:

This Contract will come into force on and from _____(referred to as the “Effective Date”). This Contract will be in force for a period of 6 (six) months from the Effective Date (referred to as the “Term”) i.e from ____ to ____.

3. **COMMODITY:**

The goods to be supplied and purchased under this Contract are the Indian 'Drilling grade 4.20 Specific Gravity' Barytes.

4. **QUANTITY:**

- i. The Corporation shall supply to the Buyer, _____MTs (_____ only) of 'Drilling grade 4.20 Specific Gravity' Barytes and the Buyer shall purchase the said quantity as per the terms of this contract. The aforesaid obligation shall be subject to prior commitments, if any, availability of stocks and production and also the requirements of the Corporation for servicing its export orders for both Barytes Lumps/ Barytes Powder and also supplies to ONGC, OIL, Barium Chemical Manufacturing Units and also Pulverising Mills etc.
- ii. The delivery of the said material will be at the stockyard, Mangampeta Barytes Mine (point of lifting the material sold) and "as is where is" condition. The Buyer shall satisfy himself of all the conditions of the material being sold, before lifting the agreed quantity, and shall not raise any objection, or demur subsequent to the sale and if required, after the completion of the procedure as specified in clause 7(ii).
- iii. The Corporation reserves the right to sell the surplus quantities of 'Drilling grade 4.20 Specific Gravity' Barytes in any month as deemed fit. The decision of the Corporation is final and binding on the Buyer.
- iv. The Buyer agrees to buy a minimum of _____MTs (_____ only) of 'Drilling grade 4.20 Specific Gravity' Barytes per month to fulfill the obligation of purchase of _____ MT of 'Drilling grade 4.20 Specific Gravity' Barytes per annum from the Corporation in terms of Clause 4 (i) of this Contract.
- v. In the event, as a result of a Force Majeure Event or due to the reasons specified in Clause 4(i) above, the Corporation fails to supply the 'Drilling grade 4.20 Specific Gravity' Barytes in any month in terms of this Contract, the backlog quantity will be carried forward to the succeeding month within the Term or any extended period granted in terms of the Force Majeure Clause. In case there is a backlog at end of month, the Corporation will clear the backlog. Only after clearing the backlog, the

next month's supplies will be carried out. In case the Buyers do not lift the backlog quantity, the Corporation shall be free to sell the quantities in outside market. However, the Corporation has no obligation to supply the backlog, if any, at the expiration of the Term or any extended period granted in terms of the Force Majeure Clause.

- vi. The Buyer shall not without express consent of the Corporation, purchase Barytes with 4.20 and above specific gravity or OCMA/API specifications during the Term of this Contract from any other source in India (other than the Corporation), until the Buyer purchases the agreed quantities as per this Contract from the Corporation and unless the Corporation is not in a position to meet the requirements of the Buyer as per this Contract.

5. QUALITY:

- i. The Corporation will supply 4.23 specific gravity grade Barytes on an average to the Buyers. The Buyers shall be obligated to lift the quantities even if the material is lesser than 4.23 SG grade. The Corporation will provide higher grade material to compensate for the lower grade material to the Buyers in the same month, so as to maintain an average of 4.23 SG grade on the month. Barytes supplied by APMDC shall be in lots each of 2,000 MTs to 5,000 MTs or monthly drawal quantity.
- ii. It is hereby clarified that the Corporation stacks Barytes of various grades produced in the mine at the stockyard separately. The quality of each stack will be determined by a third party inspection agency appointed by the Corporation. Till such arrangements for third party inspections are made, the quality will be determined by qualified personnel of the APMDC. While the material is issued/ delivered to the Buyer, the Corporation dispatches various grades in a proportion so that the entire lot of Barytes delivered to the Buyer in a month will have the agreed specific gravity on average basis as in clause 5.i above.
- iii. The Buyer is required to pay a premium of 1% of the sale price per MT for every 0.01 unit increase in the specific gravity over and above 4.20 and below 4.28, fractions pro-rata.
- iv. The Corporation reserves the right to sell the available Barytes with specific gravity 4.28 and above as chemical grade separately after meeting the blending requirements under the supply contracts.

6. SIZE:

- i. The Corporation does not guarantee the size of the 'Drilling grade 4.20 Specific Gravity' Barytes to be supplied in terms of this Contract. The Buyer shall make arrangements for sizing the mineral at its cost, after taking delivery of the same in terms of this Contract. The 'Drilling grade 4.20 Specific Gravity' Barytes shall be supplied on 'as is where is basis', at Mangampeta Barytes Mine / Stockyard.
- ii. The Corporation is proposing to make arrangements for crushing of the Barytes Ore (by machinery) received from the mine to 8 inches and below. In such case, the Buyer is required to reimburse the crushing charges.

7. DETERMINATION OF QUALITY:

The Corporation stacks Barytes of various grades produced in the mine at the stockyard separately. The quality of each stack will be determined by a third party inspection agency appointed by the Corporation. Till such arrangements for third party inspections are made, the quality will be determined by qualified personnel of the APMDC as detailed below:

- a. The quality as determined by the Corporation in its laboratory is final for all intents and purposes. The Buyer has the option to be present while drawing the samples from the lots and also during the analysis of samples in the Corporation'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.
- b. If the Buyer at any time is dissatisfied with the methodology of sampling and analysis done by the Corporation, the Buyer may request the Corporation to offer the cargo in stacks of 2000 to 5000 MTs for stack sampling and analysis by an Inspection agency, who is on the panel of Export Inspection Council. The cost of such Inspection agency and analysis shall be borne by the Buyer. Such stack sampling and analysis done by the Inspection agency as aforesaid, if found satisfactory by the Corporation, the Corporation may agree to such results. If the Corporation does not agree with the result of the stack sampling and analysis done by the Inspection agency as aforesaid, the Corporation has

the option to get the stack sampling and analysis done by an independent inspection agency nominated by the Corporation and the same will be final and binding on the Buyer. Such sampling and analysis charges shall be borne by the Buyer.

8. DETERMINATION OF WEIGHT:

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

9. PRICE:

- i. The 'Drilling grade 4.20 Specific Gravity' Barytes shall be supplied under this contract at a minimum sale price of Rs. _____ (Rupees _____ only) per MT loose on ex-Mangampeta mine/plot. The sale price is exclusive of the royalty which shall be payable by the Buyer, at actuals. The present royalty rate is 6.50% of the sale price ad valorem.
- ii. The sale price is exclusive of Royalty and other statutory levies like Cess, taxes etc which shall be borne by the Buyer at actual. The Buyer shall also pay 1% of the sale price as infrastructure development fee for infrastructure development of local areas. In the event of imposition of fresh levies, duties, taxes, infrastructure development fee, revision of Royalty etc. or modification/ revision thereof by the State Government/Central Government from time to time, any such statutory levy imposed by the competent Government shall be borne by the Buyer at actuals as and when made effective by the respective authorities.
- iii. The sale price will be negotiable in the event of official devaluation of the Indian Rupees by the Government of India/ RBI through notification.
- iv. The sale price as above shall be valid for supplies for the period of the contract. The Buyer agrees to pay sale price with an increase of 5% over the latest adjusted sale price during the extended period under Force Majeure clause.

10. PREMIUM ON THE QUALITY:

The sale price shall be increased by 1% on the sale price per MT for every 0.01 unit increase in specific gravity over and above 4.20 and below 4.28, fractions pro-rata.

11. PAYMENT:

The Buyer is required to pay the entire sale consideration (as adjusted in accordance with Clause 9 and Clause 10) of 'Drilling grade 4.20 Specific Gravity' Barytes, inclusive of Royalty 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 upto 5,000/- MTs. The Sales Tax amount remitted by the Buyer will be refunded by the Corporation soon after proper documents as in Clause 13.ii below are received by the Corporation to seek Sales Tax exemption. Further, the Infrastructure Development Fee of 1% on the sale price shall be paid simultaneously with the above payment.

12. DELIVERY:

- i. The loading of the material shall be done by the Corporation or its authorized agency. The Buyer, however, shall reimburse the loading charges to the Corporation.
- ii. The Corporation will provide a delivery schedule every month in advance and intimate the same to the Buyer. The Corporation will supply the material within 30 days of the advance payment. In case there is a deviation of more than 10% in the supply of Barytes from the agreed delivery schedule in a month by the Corporation, the Corporation will return the interest earned on the payments received for the undelivered quantity after the expiry of 30 days from the date of receipt of the advance.
- iii. In case there is a backlog at end of month, the Corporation will clear the backlog. Only after clearing the backlog, the next month's supplies will be carried out. In case the Buyers do not lift the backlog quantity, the Corporation shall be free to sell the quantities in outside market.

- iv. In the event that either party is rendered physically unable by a Force Majeure event to supply or lift the agreed quantities, no penalty will be applicable and the contract period will be extended by a period equal to the period of the Force Majeure event, under clause 21.
- v. The Corporation will supply the 'Drilling grade 4.20 Specific Gravity' Barytes on Ex-Mangampeta Barytes Mine basis. 'Drilling grade 4.20 Specific Gravity' Barytes will be delivered round the clock on all working days. Deliveries of 'Drilling grade 4.20 Specific Gravity' Barytes shall not be made on Sundays and the days on which Mangampeta Barytes Mine is closed. Relaxation of the delivery time and deliveries on holidays will be considered by the Corporation (at its sole discretion) in emergency situations only.
- vi. The Corporation shall obtain royalty permits at the earliest possible on receipt of the advance payments from the Buyer. All other documents connecting with transportation and arrangements for transportation will be made by the Buyer himself.

13. SALES TAX:

- i. The sale price is exclusive of sale tax.
- ii. As per Clause 1, the Barytes supplies by the Corporation to the Buyer is for servicing the export 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.

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

- i. At present no benefits are extended under section 80 HHC of the Income Tax Act, 1961.

- ii. In case such benefits are available in future, the Buyer shall compensate the Corporation of the same to the extent of Ex-mine sale value.

15. FAILURE TO SUPPLY ON ACCOUNT OF UNAVOIDABLE CAUSES:

The Buyer shall purchase the 'Drilling grade 4.20 Specific Gravity' Barytes as specified in Clause 4 above. Without prejudice to Clause 4(i) above, in the event the Corporation fails to supply as per Clause 4 for unavoidable causes, including the Force Majeure Event, executive action, interference of State/Central Government, the Corporation shall not be liable for any loss/damages suffered by the Buyer or any person claiming through the Buyer.

16. MINING WORK TO BE UNDERTAKEN:

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

17. FAILURE AND TERMINATION:

- i. Time is the essence of this Contract. If the Buyer fails to purchase and lift the 'Drilling grade 4.20 Specific Gravity' Barytes as per Clause 4 of this contract, the Corporation, without prejudice to any other right or remedy available to it, shall have the following rights:

- a. The Buyer's claim over the backlog quantities of the 'Drilling grade 4.20 Specific Gravity' Barytes is extinguished and Corporation shall have the right to dispose-off the same in the market.
- b. The quantity of 'Drilling grade 4.20 Specific Gravity' Barytes purchased by the Buyer under the Contract shall be reviewed by the Corporation at the expiration of the contract period:
 - (1) In the event the quantity purchased by the Buyer falls below 60% 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 below 80% 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. However, the Buyer is not eligible to claim the backlog quantity for the said period, without prejudice to Clause 21 i.e. Force Majeure.
- ii. The right as specified at Clause 17 (i) shall be applicable if the Corporation has made available the supplies during the period under review, and subject to Clause 21 below, the Buyer has failed to adhere to Clause 4 above. In case of germane reasons wherein APMDC is unable to make available the required quantities of 'Drilling grade 4.20 Specific Gravity' Barytes, penalty shall not be levied on such quantities to be supplied.
- iii. Notwithstanding the above, the Corporation will be at liberty to recover losses incurred by the Corporation on disposal of the stocks at the risk and cost of the Buyer.
- iv. In the event the Buyer commits a breach of this Contract, and the same is not cured within a period of 10 (ten) days of receipt of a notice of rectification from the Corporation, then without prejudice to any other right or remedy that may be available to the Corporation, the

Corporation shall be entitled to terminate this Contract and forfeit Performance Security Deposit.

18. PERFORMANCE SECURITY DEPOSIT:

- i. (a) The Buyer submitted a Performance Security Deposit (“PSD”) amounting to 10% value of Barytes offered during the Term of the Contract i.e. Rs.-----/-(Rupees -----only). The PSD has been given as under:
- 25% of the Performance Security is paid by DD No.....dt.....on..... Bank for Rs..... after adjusting the Bid Security amount.
 - The balance amount Rs. ----- paid in the form of bank guarantee (“PBG”), vide the bank guarantee No. -----, dt. ----- valid upto ----- issued by ----- (Bank), ----- Branch, ----- (Address).
- (b) In the event PBG is invoked by the Corporation for any reason whatsoever, the Buyer shall forthwith and in any event within a period of 15 (fifteen) days from the date of invocation of such PBG, replenish the PBG so as to bring back the guaranteed amount to Rs. _____ (Rupees _____ only). The PSD shall not bear any interest. Any bank charges or commission on account of furnishing the PBG shall be borne by the Buyer only.
- (c) The PSD will be returned to the Buyer by the Corporation within 7 months from the date of expiry of the Contract, on production of an unconditional “no claim certificate” by the Buyer and "no dues certificate" issued by the Chief Project Officer, Mangampeta Barytes Project of the Corporation.
- ii. The Corporation reserves, the right to forfeit or adjust the amount recoverable as penalty against the PSD in accordance with Clause 17 above. The decision of the Corporation is final and binding on the Buyer.
- iii. The Corporation also reserves the right to adjust any sum of Money due and payable by the Buyer to the Corporation against PSD in case the

Corporation is unable to recover the due amount from the Buyer. The decision of the Corporation is binding on the Buyer.

19. TITLE AND RISK:

The title with regard to the relevant quantity of 'Drilling grade 4.20 Specific Gravity' Barytes shall pass on to the Buyer when the Corporation receives payment and risk thereon shall pass on to the Buyer when the contracted quantity of 'Drilling grade 4.20 Specific Gravity' Barytes is delivered by the Corporation to the Buyer on ex-Mangampeta Barytes Mine basis.

20. ASSIGNMENT AND SUBLETTING:

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

21. FORCE MAJEURE:

- i. In the event of either party being rendered physically unable by a Force Majeure Event to perform any obligation required to be performed by them under this Contract, the relative obligation of the party affected by such Force Majeure Event shall be suspended for the period during which such Force Majeure Event actually lasts.
- ii. The term "Force Majeure Event" shall mean any acts of God, war, Civil riots/movements, fire directly affecting Contract, flood, mine inundation, earthquakes, hurricane, lockouts, strike, Civil war, compliance with any statute, regulation, rules order or notification of the Government.
- iii. Upon the occurrence of Force Majeure Event, the affected party alleging that it has been rendered unable as aforesaid shall notify the other party the beginning of such Force Majeure Event. as also the ending of the said Force Majeure Event by giving notice in writing to the other party within a week of the beginning and ending, as the case may be, of the Force Majeure Event.

- iv. Subject to compliance of Clause (iii) above, the time for performance of the relative obligation suspended by Force Majeure Event shall then stand extended by the period for which such Force Majeure Event lasts after completion of the Term, provided such obligation has not been completed within the Term. The Buyer agrees to pay sale price with an increase of 5% over the latest adjusted sale price during the extended period under Force Majeure clause.

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 only shall have jurisdiction to entertain and adjudicate any disputes.
- v. The Venue of the Arbitration will be at Hyderabad 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 APMDC

For -----

Mr. -----
(Vice Chairman & Managing Director)

(_____)

Witness:

- 1.
- 2.