

TAMIL NADU MINERALS LIMITED
(An Undertaking of Government of Tamil Nadu)
No.31, Kamarajar Salai, Chepauk, Chennai - 600 005,
Tamilnadu, India

Phone No.28410382 / 28511972
Fax No.91 - 44 – 28524960 / 2858 5986

Web: www.tamingranites.com
E-Mail: tamin@tamingranites.com

GSTIN:33AABCT2250P1ZA

Tender No.8082/VAP-7/2017

Dated:12.08.2017

INSTRUCTIONS TO TENDERERS

Sealed tenders are invited in Two Cover System by Tamil Nadu Minerals Limited, 31, Kamarajar Salai, Chepauk, Chennai - 600 005, represented by its General Manager for the sale of Natural Graphite Flakes and D.E. Fines produced at Sivagangai Graphite Beneficiation Plant, Sivagangai:-

TERMS AND CONDITIONS:-

1. (a) **Eligibilities to participate in the Tender:-**
 - i) Buyers from foreign countries
 - ii) Graphite Factories / Exporters / Local Traders having a minimum turnover of Rs.1.00 crore (Rupees One crore only) per year during the three preceding years prior to the year in which this tender is floated. Proof of having such a factory, either SSI Registration Certificate or other equal document with validity up to **October 2018** should be furnished along with the tender.
 - iii) Audited Annual Accounts of the **latest three preceding financial years** should be enclosed with Cover-I, as proof of Minimum Turnover of Rs.1.00 crore (Rupees One crore only) in respect of tenderers in **1(ii)** above. Tender of prospective buyers who fail to enclose the audited accounts with Cover-I will be summarily rejected.
 - iv) Proof of Financial and Commercial capability to lift not less than 95 percent of the quantity of materials produced in the Sivagangai Graphite Beneficiation Plant quoted for every month, in a sustained manner and provide assurance for the same in **Annexure 3** of the Tender.

2. Tender Submission:

- i) The Tender should be submitted in two covers system, i.e.
- ii) **Cover-I (Technical Bid)** shall contain two separate Demand Drafts - one for **Rs. 1,00,000/- (Rupees One lakh Only)** towards the Earnest Money Deposit as per **clause-6** and the other Demand Draft for **Rs.2,000/- (Rupees Two Thousand Only)** towards the cost of Tender Document if it was downloaded from the website or otherwise copy of cash receipt of tender if tender document purchased.
 - a) **Annexure-1** (Form for submitting tenders) duly signed by the Tenderers
 - b) **Annexure-2** (Status Report of the Tenderer)
 - c) **Annexure-3** (Minimum assured quantity)
 - d) **Annexure-6** (Advance Stamped Receipt for Refund of E.M.D. for unsuccessful tenderers)

This cover shall be separately **sealed** and **superscribed** as **“Graphite Tender – Technical Bid 2017”**.

- iii) **Cover-II (Price Bid)** shall contain the price quotation in **Annexure - 7**. This cover shall also be separately **sealed** and **superscribed** as **“Graphite Tender - Price Bid 2017”**.

“Both Cover-I and Cover-II shall contain the name of the tenderer”.

- iv) The two envelopes (Cover-I and II) should be put together in one common envelope and if shall be sealed and superscribed with the Tender Number & date, with the Due Date for Tender Opening and the Name of the tenderer.
- v) The tender offer should reach this office address: **General Manager, Tamil Nadu Minerals Limited, 31, Kamarajar Salai, Chepauk, Chennai-600005** by designation only either through courier/registered post or same may be dropped in tender box before the scheduled date and time i.e **at 2.00 P.M. on 15.09.2017**.
- vi) If the Tenderer fails to comply with any of the above conditions, their offer/s will be totally rejected.
- vii) In case of the Tender Documents downloaded, it shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the TAMIN website and no change is made therein before submission of their tender. In the event of any doubt

regarding the terms and conditions / format, the persons concerned may seek clarification from the authorized officer of TAMIN. In case of any tampering/unauthorized alteration is noticed in the tender submitted, from the Tender document available on the TAMIN website, the said tender shall be summarily rejected and the company shall have no liability whatsoever on the matter.

- viii) Tenderer should answer the various clauses mentioned in our tender **Annexures** point by point and should be cleared in all respect, Ambiguous offer shall be liable for rejection.
- ix) The tender document purchased (or) downloaded by a tenderer is not Transferable.

3. Quotations:

- i) The Foreign tenderers are requested to quote **Ex-Factory Rates in U.S. Dollars**. Those who quote in U.S. Dollars should pay only in U.S. Dollars (Please refer Annexure - 7), the exchange rate shall be prevailing on the date of opening of Cover-II Price Bid for arriving at Ex-Factory rate. The rate awarded in the INR shall be remitted in equivalent US\$ for the entire contract period.
- ii) The inland buyers have to quote Ex-Factory – Sivagangai Rate (Sivagangai is about 50 Km from Madurai) in Indian Rupees only per M.Ts for each grade separately in the Annexure - 7.
- iii) **Approximate Grade-wise quantity likely to be produced (in M.Tons) during the tender period furnished in Annexure – 3.**
- iv) **The Graphite Flakes and D.E. Fines now offered for sale as per Annexure- 3 shall be lifted within stipulated time on making advance payment. The advance payment shall be made on receipt of information of stock position from TAMIN immediately.**
- v) Rates should be quoted Grade-wise for Graphite Flakes and D.E. Fines. Quotations shall specify the Rate/s amount both in figures and in words and the Rates shall not be altered.
- vi) The price should be quoted in Rupees per Metric Ton for each grade separately in the Annexure - 7.

4. Delay in Transit:

Tender documents received after the due date and time either by post or by courier or by hand delivery or by any other mode, shall not be accepted by TAMIN. TAMIN cannot be held responsible for any delay in transit or delivery of the tender documents.

5. Opening of the Tender:

The Tenders will be opened at the Registered Office of the Corporation by The Tender inviting Authority or by any authorized committee in the presence of tenderers or their authorized representatives as noted below:

- i) **The Cover-I** containing the EMD along with other details as stated in the tender clause No.2 (ii) will be opened at 3.00 P.M. on 15.09.2017.
- ii) The tenders received without the EMD of requisite amount are liable to be rejected and its cover-II (price bid) will not be opened.
- iii) **The Cover-II** containing the Price Bid of eligible tenderers alone will be opened and date of opening of Cover-II will be informed separately.

6. Earnest Money Deposit:

- i) Each tender must be accompanied by a deposit of **Rs. 1,00,000/-** (Rupees One lakh only) to be specified as Earnest Money Deposit in the form of Demand Draft drawn in favour of Tamil Nadu Minerals Limited, payable at Chennai. Any category of tenderer specifically exempted by the Government from the payment of E.M.D. will not be required to make such a deposit. Evidence for exemption to be enclosed.
- ii) The EMD paid as above shall stand forfeited, if the tenderer withdraws or modifies his tender or if he fails to furnish performance guarantee bond as specified in Annexure 5, after his tender is accepted.
- iii) The EMD will be refunded to the un-successful tenderers within a reasonable time and it will not bear any interest. The **Annexure - 6** should be duly filled in and submitted alongwith the tender for getting the refund of EMD.
- iv) The EMD amount of successful tenderers will be adjusted against the security deposit if they satisfy all other above conditions.
- v) The EMD will be forfeited, if the party does not remit the security deposit within the stipulated period and does not respond to the call for negotiation for rate etc.

7. Criteria for considering the Tender offers and Evaluation of the Tender

- i) The Tender shall be evaluated and awarded based on the Highest Rate quoted and Quantity proposed to be purchased.

- ii) Past business relationship with TAMIN.

TAMIN reserves the right to accept or reject any tender on the basis of past performance of the party in TAMIN.

8. Security Deposit :

- i) The successful tenderer will be required to remit a Security Deposit Equivalent to 1% of the value of the tender quantity stated in **Annexure-3** within **15 days** from the date of receipt of communication intimating the acceptance of the tender, by means of Demand Draft drawn in favour of Tamil Nadu Minerals Limited payable at Chennai.
- ii) The successful tenderer can deposit the balance amount after adjusting the EMD amount as per the above Tender **clause No.6 (iv)**.
- iii) Any category of tenderer specifically **exempted** by the Government from the payment of S.D. (Security Deposit) shall enclose the evidence for such claim.
- iv) The security deposit paid by the successful tenderer, shall stand forfeited if the successful tenderer commits a breach of any of his obligations or if he fails to lift the quantity undertaken by him within the time stipulated.
- v) No interest will be payable on the above Security Deposit.
- vi) The Security Deposit amount will be refunded only after successful completion of the contract.
- vii) If the successful tenderer drags TAMIN for any litigation or dispute, the expenses incurred by TAMIN would be deducted from this amount.

9. Award of contract:

- i) Award of sales will be made at sole and absolute discretion of the Tamil Nadu Minerals Limited which shall be final. No correspondence will be entertained in this regard with the unsuccessful tenderers.
- ii) TAMIN reserves the right to accept the tender in whole or in part, with such modifications or without any modifications and the tenderers shall be bound by the same. TAMIN also reserves the right to apportion the available material among various parties and for Exports.
- iii) The successful Tenderer/s should **lift 95%** of the quantity of the respective grade materials during the tender period as indicated under column total quantity in **Annexure – 3**.

- iv) In case of failure to lift assured quantity by the **H1 buyer**, the quantity will be sold to any interested buyers **at 105% nearest rounding off** amount of tender approved rate.

10. Agreement :

- i) Any offer made in accordance with the terms of this tender when accepted by Tamil Nadu Minerals Limited will constitute a contract between the parties..
- ii) The successful tenderer will be required to execute an agreement on a non-Judicial Stamp Paper to the value of not less than Rs.50/- incorporating the above all terms and conditions in the prescribed form within **thirty days** from the receipt of intimation of acceptance of the tender. The draft agreement will be prepared by TAMIN and sent separately after finalization of tender.
- iii) **The period of validity of the agreement will be one year from the date of sale award.** TAMIN reserves the right to extend the period of validity of the agreement for further period at the end of this contract, at its sole discretion.

11. Performance Guarantee:

- i) The successful tenderer shall furnish a performance guarantee in the form of Bank Guarantee (from any Nationalized Bank in India) for an amount equivalent to 5% of the Total value of the contract i.e. 5% on Total Sales value for the Quantity stated in Annexure-3. Such guarantee shall be furnished **within 15 days** of the award of the contract of TAMIN. Such guarantee shall be kept in force and alive, during the entire term of the contract and also for a further period of six months beyond the term of contract, to enable TAMIN to work out its rights, in the event of any necessity arising for them.
- ii) In case of breach of the contract of any of the conditions or failure to lift the graphite material offered in the tender, the bank guarantee furnished by the buyer shall be invoked by TAMIN and no claim on the same shall be entertained by TAMIN.

12. Payment :

A. Foreign Buyer:

The successful foreign tenderer shall remit the Sale Value (Including FOB Charges) for the materials required through Foreign Inward Remittance Certificate (FIRC) as advance payment for lifting the material. Any shortfall in off- take as committed will render the Bank Guarantee invoked.

B. Inland Buyer:

- i) The successful tenderer (Inland buyer) should make the 100% advance payment of the sale value including taxes as applicable etc., by **Demand Draft / RTGS / NEFT** drawn in favour of Tamil Nadu Minerals Limited, Chennai - 600 005 payable at Chennai for the quantity available in each Grade of graphite materials. The advance payment should be made within seven days on intimation. If the payment is not remitted within stipulated time, the material will be allotted to the other tender buyer / any interested buyer in lifting the material.
- ii) The buyer must arrange to make the payment immediately / within seven days. After making payment, if any instruction is issued the buyer shall oblige promptly as per clause 16 B (iii) to remove the material without any delay.

13. Inspection of Material

The successful tenderers shall make their own arrangements at their own cost to inspect the material at our factory before despatch. Any rejection of materials shall be accepted only at our factory that too before loading. Rejection of material outside our factory (or) at tenderers' destination cannot be accepted for any reasons.

Materials once supplied cannot be taken back under any circumstance.

14. Packing (for Inland Buyers):

- i) Packing will be done in a water proof HDPE Sacks. The quantity will be weighing about 23 to 25 kg in each bag which depends on the quality of graphite packed. **The cost of HDPE Sacks is Rs.1000/- per metric ton extra which may vary from time to time.**
- ii) **Loading charges @ Rs. 200/- per metric ton extra at present and subject to revision at any time.**

15. Weighment :

- i. All trucks / lorry shall be weighed at our factory weighbridge and the net weight arrived at will be final for cost of material and for the purpose of raising invoice.
- ii. The weighment charges at the following rates has to be paid by the buyer alongwith applicable GST to TAMIN, Sivaganga at the following rates which may vary from time to time.

Sl. No	Description	Per Lorry / Taurus	GST 18% (At present)	
			SGST	CGST
1	Empty weight	Rs.50/-	4.50	4.50
2	Up to 30 MT	Rs.100/-	9.00	9.00
3	Above 30 MT	Rs.120/-	10.80	10.80

16. Transportation / Delivery:

A. Foreign Buyer:

TAMIN shall inform the successful tenderer the details of shipment after despatch of Cargo on FOB basis. Freight and Insurance shall be made by the buyer. The transport charge and packing and forwarding cost for FOB will be separately informed which shall be in addition to Ex-Factory price (please also see Annexure - 7) and these charges may vary from time to time. However, in invoice total FOB price will be indicated.

B. Inland Buyer:

- i) The materials will be delivered on Ex-factory basis. The successful tenderers shall make their own arrangement to transport the quantity from our factory to their destination during working hours on any working day.
- ii) The cost of transportation and unloading shall be borne entirely by the successful tenderer.
- iii) After payment in case of, the successful tenderer not lifting the quantum of material made ready at plant site, **within 15 days** from the date of invoice, the demurrage charges at Rs 100/- per day per invoice will be charged.
- iv) TAMIN can not be made responsible for any loss of pilferage, loss in weights, contamination, change of materials, change of quality and etc. if any occurred during transit and goods once loaded from our factory are at the buyer's risk.

17. Force Majeure Clause:

Delivery is agreed upon in good faith and TAMIN shall not be liable for damage or otherwise on either side for failure to carry out the obligation which may be occasioned by ACTS OF GOD, war, civil disturbances, Disorders, strikes for want of Labour Acts or Regulations of Government Authorities or Agencies, the rulings by the Judicial authorities or similar circumstances beyond their control.

18. Arbitration:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction meaning and operation or effect of this contract or the breach thereof shall be settled by Arbitration if both parties agree for in accordance with the Arbitration and Conciliation Act, 1996 and the Award made in pursuance thereof shall be binding on the parties. The venue of Arbitration shall be at Chennai and the language is in English only.

19. Jurisdiction of Court:

The courts situated within Chennai alone shall have jurisdiction to decide all disputes and claims that may arise between the parties.

20. Assignment:

The Contract is not assignable or transferable on either side.

21. GST:

- i) GST as applicable from time to time (at present 5%)
- ii) Any other statutory levies from time to time.

22. Acceptance of Tender Conditions:

The tenderer must state while submitting the tender that he fully understands and accepts all the above said terms and conditions in Annexure - 1. Tenders without such specific acceptance will not be considered. The details of tenders should be written in English only.

23. Specification of Goods:

The Technical details and typical size analysis of Sivagangai Natural Graphite Flakes(Assorted) and D.E.Fines, materials offered for sale and the address of the plant where the materials available for sale are furnished in Annexure-4.

24. Validity of Offer:

The offer should be valid for at least **150 days** from the date of opening the tender.

25. Discretion:

- i) The sale under this offer does not give any exclusive right to the successful tenderers for the entire quantity of Graphite Flakes of the respective grades produced in the Sivagangai Graphite Beneficiation Plant. TAMIN reserves the right to sell part of its products to others and Export also at all times and in the case of default by the successful tenderer in the manner as it decides to the advantage of the Corporation by fixing the Adhoc buyers from time to time. Successful Tenderer can not claim any right for supply of stated quantity in **Annexure-3**.
- ii) TAMIN shall have the right to divert part/whole of the produced graphite material at any time during the currency of the contract irrespective of the size specifications subject to production and availability of stock at Sivagangai Plant.
- iii) The Managing Director, Tamil Nadu Minerals Limited reserves the right of rejection of all or to any of the tenders without assigning any reason thereof or split up the tender as he deems fit.
- iv) The Managing Director, TAMIN reserves the right to cancel the bid even after acceptance or during performance of the contract.
- v) The Managing Director, TAMIN reserves the right to alter/modify any of the above tender conditions before the award of the contract in the interest of the Corporation.

26. General

- i) In the event of any dispute between TAMIN and the successful tenderer, TAMIN reserves its right to stop the supply irrespective of the quantity so far supplied and the matter would be referred to the Indian Arbitration Council and during the said dispute the successful tenderer has no right for the specific performance of the contract nor he will be entitled for damages or any action against TAMIN. The successful tenderer specifically agrees that in respect of any dispute arising out of this contract, he will not pray for any interim order or restraint order against TAMIN in any judicial forum.
- ii) If the successful tenderer has got any trade representative, the said representative will be utilised only for the purpose of trading activity and **NOT** as the representative of the successful tenderer in the arbitration proceedings or in the court proceedings or in respect of any matter other than the act of mere representative in the inspection of materials and other allied subjects and the said agent will not have any right to represent the tenderer either to commence or to continue or to participate in any dispute or litigation that may arise between the tenderer and **TAMIN**.
- iii) The decision of The Managing Director, TAMIN will be final regarding the Sale of Graphite Flakes (Assorted) and DE Fines materials.
- iv) The Managing Director reserves the right to cancel the sale at any stage before the materials are given delivery without assigning any reason therefore.

**GENERAL MANAGER
TAMIL NADU MINERALS LIMITED,
CHENNAI - 600 005.**

ANNEXURE – 1
(To be submitted with EMD in Cover- I)
See Tender clause No.2.ii)

FORM FOR SUBMITTING TENDERS

Tender No.8082/VAP-7/2017

Dated: 12.08.2017

1. I/We hereby state that I/We have gone through the tender notice and all the instructions to the tenders which I/We fully understand accordingly and agree to abide by all the terms and conditions mentioned therein.
2. I/We hereby quote at the rate specified in the enclosed Annexure for purchase of graphite flakes (unscreened) DE Fines from TAMIN.
3. I/We hereby forward **Rs. 1,00,000/-** (Rupees One Lakh Only) as Earnest Money Deposit and agree to have it be forfeited to TAMIN in case of my/our failure to undertake the contract for the sales accepted by me/us.
4. I/We hereby certify that the rate quoted by me/us is to the best of my/our knowledge and belief.
5. I/We hereby certify that our firm has not been banned by the Government on account of any unfair business dealings with Government Departments and Government Undertakings or **not having any pending litigation against TAMIN.**

SIGNATURE OF THE TENDERER

Name of the Signing Agent

Status

Name of the Company/Firm

Date

Seal

ANNEXURE - 2
(Status Report of the tenderer)
(To be Submitted in Cover –I)

Tender No.8082/VAP-7/2017

Dated: 12.08.2017

(Please refer Clause 2.ii)

1.	Name and full postal address, Telephone / Fax Nos. / email id. along with proof. PAN No: GSTIN:	
2.	a) Constitution: b) Year of establishment	<u>Company / Partnership / Proprietorship</u>
3.	<u>If Exporter</u> i. RBI Code No. ii. Export / Import Code No.	
4.	Authorized and paid up capital of the Company as on 31.03.2017	
5.	Total turnover and net profit of latest three preceding financial years (Rs. in Crores)	<u>Turnover</u> <u>Profit</u> Year-1 Year-2 Year-3
6.	<u>Total turnover on Graphite sale alone (Rs. In crores)</u>	<u>Turnover</u> <u>Profit</u> Year-1 Year-2 Year-3
7.	The name and designation of the Authorized Person/s who could be contacted for any details / clarification.	
8.	Bankers reference:	
9.	Write up about your company's Background.	

10.	Minimum assured quantity to be taken from each Grade. Whether Annexure - 3 filled in & submitted or not.	Yes / No
11.	The basis for the assurance contained in above Sl. No. 10 above such as clientele, existence of factories, warehouses, stockyards etc., together with documentary proof if any.	
12.	Any other relevant particulars:	

DECLARATION

I/We hereby declare that the particulars furnished above are true and correct and we are ready to furnish any other details as may be required by Tamil Nadu Minerals Limited. We also declare that we will abide by all the terms and conditions of the tender.

Name and designation & Signature
of the authorized signatory with office seal

ANNEXURE-3

Tender No.8082/VAP-7/2017

Dated:12.08.2017

(To be submitted in cover - I)

(See Tender Condition No. 3.iii)

Minimum Assured Quantity

I/We have gone through Tender Notice and agree to abide by all the conditions mentioned therein

Sl. No.	GRAPHITE GRADES	Approximate Qty. to be Produced (MTs) Per annum	Minimum assured quantity to be taken by the buyer in each Grade per annum in (MTs)
I	GRAPHITE FLAKES		
1	Upto 84% FC	960	
2	85% - 87% FC	1010	
3	88% - 89% FC	890	
4	90% FC	1040	
5	91% FC	1320	
6	92% FC	750	
7	93% FC	360	
8	94% FC	240	
9	95% FC	20	
10	96% FC	10	
II	GRAPHITE DE FINES		
11	D.E. Fines Upto 84% FC	40	
12	D.E. Fines 85-87% FC	40	
13	D.E. Fines 88-89% FC	40	
14	D.E. Fines 90-91% FC	40	
15	D.E. Fines 92% - 93% FC	10	
16	D.E. Fines above 94% FC	10	

The successful Tenderer/s shall lift 95% of the quantity of the respective grade materials as indicated in clause 9(iii)

Name and Address of the Tenderer.

Fax No. & E.Mail Telephone No. :

**SIGNATURE OF THE
TENDERER WITH SEAL**

ANNEXURE-4

Tender No.8082/VAP-7/2017

Dated:12.08.2017

(I) TECHNICAL DETAILS OF FLAKY GRAPHITE:

(A) MOISTURE, VM & ASH CONTENT:										
SPECIFICATION	GRAPHITE FLAKES FC GRADE%									
	Up-to 84%	85 – 87%	88 – 89%	90 %	91%	92%	93%	94%	95%	96%
MOISTURE CONTENT (max)	0.15	0.09	0.11	0.10	0.09	0.13	0.07	0.08	0.10	0.12
Volatile Matter (V.M) (Max)	5.42	4.27	3.52	2.72	2.30	2.17	2.08	1.42	1.47	1.48
Ash Content (ASH) (Max)	16.06	10.60	8.00	7.03	6.19	5.21	4.64	3.78	3.33	2.38
V.M + ASH (Max)	21.48	14.87	11.52	9.75	8.49	7.38	6.72	5.20	4.80	3.86

(II) TYPICAL SIEVE ANALYSIS OF ASSORTED FLAKY GRAPHITE (Approx.):

MESH (BSS)	WEIGHT PERCENT FLAKES									
	Up-to 84%	85 – 87%	88 – 89%	90%	91%	92%	93%	94%	95%	96%
+72	30.22	32.70	38.84	33.72	40.88	34.34	32.64	36.78	43.20	30.52
-72 + 150	38.44	40.12	36.12	40.08	35.98	40.70	41.74	39.52	38.16	41.30
-150 + 200	12.06	10.36	9.56	10.98	9.56	10.52	10.32	9.48	8.48	11.48
-200	19.28	16.82	15.48	15.22	13.58	14.44	15.30	14.22	10.16	16.70

(III) TYPICAL SIZE ANALYSIS OF DUST EXTRACT GRAPHITE (Approx.):

MESH (BSS)	WEIGHT PERCENT FLAKES					
	Up-to 84%	85 – 87%	88 – 89%	91% - 92%	92% - 93%	94% and above
+25 +52	0.84	0.36	0.64	0.75	0.65	0.71
- 52 + 200	27.84	34.48	41.20	43.87	45.64	45.06
-200	71.32	65.16	58.16	55.38	53.71	54.23

Higher the F.C. Content, the Flake size distribution would be on the finer side

Plant Address:

Factory Manger,
Tamil Nadu Minerals Limited,
Graphite Beneficiation Plant,
Senthudayanathapuram Village & Sakkanthi Post,
Sivagangai District – 623 560, Tamil Nadu State
Phone No. 04575 – 293611 / 292999
E-mail id: taminsivaganga99@gmail.com.

ANNEXURE- 5

Tender No.8082 /VAP-7/2017

Dated:12.08.2017

(See Tender Clause No.11.i)

**(Proforma for Bank Guarantee for Performance Guarantee Bond)
for both Inland & Foreign Tenderers**

Letter of Guarantee No.
Place : Chennai

Dated:

To

The Tamil Nadu Minerals Ltd.,
(An Undertaking of Government of Tamil Nadu)
No.31, Kamarajar Salai, Chepauk,
Chennai- 600 005.

This deed of undertaking executed by (.....bank)
in favour of Tamil Nadu Minerals Ltd., Chennai for an
amount not exceeding Rs.....(Rupeesonly) at the request of
(successful tenderer) who is one of our client.

This guarantee is issued subject to the conditions that the liability of the Bank under
this guarantee is limited to a maximum of Rs.....(Rupees
.....Only) (the sum equivalent to the 5% of the total value of the
quantity offered to purchase from TAMIL NADU MINERALS LTD. in the **Tender No.8082/
VAP-7/2017, Dated:12.08.2017 held on 15.09.2017**). This guarantee shall remain
in full for force upto ----- and cannot be revoked otherwise than by a written
demand or claim by the guarantee served on the Bank on or before -----.

Whereas Tamil Nadu Minerals Limited, Chennai has floated tender for sale of
"Sivagangai Graphite" Flakes(Assorted) & DE Fines and sale order has been
offered to M/s..... the successful tenderer valid upto for
the supply of materials, valid upto. providing that the successful
tenderer should furnish performance guarantee in the form of Bank guarantee for
the value of 5% of the total value of the quantity offered to buy per annum within 10
days from the date of sale award as per the terms of this tender. It shall be in force
during the currency of the contract.

AND whereas M/s approached to
stand guarantee for the said sum of Rs. (Rupees only)

AND whereas the Bank expressed its willingness to stand guarantee for the said
sum of Rs. (Rupeesonly) as follows:-
We, (hereinafter referred as the "Bank" which expression shall unless repugnant to
the context or meaning there of include its successors, administrators, executors

and assigns, do hereby guarantee and undertake to pay the beneficiary (The Tamil Nadu Minerals Ltd.) immediately upon your first demand all the moneys payable to the extent of Rs.....(Rupees only) at any time before ----- without any demur, reservation, context, recourse or protest and/ or without any reference to M/s ----- in case they breach any terms and conditions of the sale agreement without your needing to prove or to show grounds or reason for your demand or the sum specified therein.

NOTWITHSTANDING anything contained herein, our liability under this guarantee is restricted to Rs..... (Rupees only). Our guarantee shall remain in force during the currency of the contract i.e. upto Unless a written demand or claim under this guarantee is lodged with us on or before -----all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

The bank has under its constitution power to give this guarantee and----- who has signed it on behalf of the Bank has authority to do so.

Dated this -----day of-----2017

Place-----

For -----Bank

Authorized Signatories.

ANNEXURE – 6
(Tender No. 8082/VAP-7/2017 Dated:12.08.2017)
(See Tender Condition No. 6.iii)

Dated:...09.2017

From

To
The Managing Director,
Tamilnadu Minerals Ltd.,
No. 31, Kamaraj Salai,
Chennai - 600 005.

Sir,

I have participated in the Tender **No.8082/VAP-7/2017 Dated :12.08.2017** floated for the Purchase of Sivagangai Natural Graphite Flakes (Assorted) and DE Fines materials and was opened on **15.09.2017**.

I hope that I would be successful in the tender. In case of my tender becomes unsuccessful on various reasons like not qualified to participate in the tender, lesser rate quoted by me etc. I will be thankful if the E.M.D. amount would be returned to me (Advanced stamped receipt enclosed).

I authorize Thiru.....of my company to receive the EMD amount of **Rs.....** (Rupeesonly) remitted by me in the form of D.D. bearing No..... dated drawn on I will be thankful, if it would be handed over to the above person immediately.

Thanking you,

Yours faithfully,

Specimen signature of the
authorized person with seal

(To be furnished along with annexure - 6)

ADVANCE STAMPED RECEIPT

(Should be submitted in cover - I)

Received with thanks a sum of Rs.....(Rupees
..... only) from Tamil Nadu Minerals Limited,
Chennai - 600 005 towards the refund of EMD amount remitted for the Tender
(Tender No.8082/VAP-7/2017, Dated :12.08.2017) for the sale of Sivagangai
Natural Graphite Flakes (Assorted) and D.E Fines materials Tender.

Place :
Date :

(Affix stamp and sign)
Signature of the individual
Firm of authorized person.

ANNEXURE -7

Tender No 8082/VAP-7/2017

Dated:12.08.2017

(To be submitted in cover - II)
(See Tender Condition No. 2.iii)

SCHEDULE OF RATES QUOTED

I/We have gone through Tender Notice and agree to abide by all the conditions mentioned therein

I/We hereby quote at the Rate/s specified below for different grade graphite materials of TAMIN.

I/We hereby agree for forfeiture of the Earnest Money Deposit Rs.1,00,000/- (Rupees one lakh only) to TAMIN in case of my/our failure to undertake the contract for the item accepted by me/us.

Sl. No.	GRAPHITE GRADES	Rate Ex-Factory. Sivagangai offered Per MT ***	
		In Indian Rupee	In US Dollar **
	GRAPHITE FLAKES		
1	Upto 84% FC		
2	85% - 87% FC		
3	88% - 89% FC		
4	90% FC		
5	91% FC		
6	92% FC		
7	93% FC		
8	94% FC		
9	95% FC		
10	96% FC & above		
	GRAPHITE DE FINES		
11	D.E. Fines Upto 84% FC		
12	D.E. Fines 85-87% FC		
13	D.E. Fines 88-89% FC		
14	D.E. Fines 90-91% FC		
15	D.E. Fines 92% - 93% FC		
16	D.E. Fines 94% FC & above		

** FOB rate will be intimated separately after finalization of tender

*** Exclusive of applicable taxes, packing, loading and weightment charges.

Name and Address of the Tenderer.
Fax No. & E.Mail Telephone No. :

**SIGNATURE OF THE
TENDERER WITH SEAL**