

Annexure 1

## Contract Specifications of Copper

Symbol	COPPER
Description	COPPERMMMYY
Contract Listing	Contracts are available as per the Contract Launch Calendar.
Contract Start Day	1 <sup>st</sup> day of contract launch month. If 1 <sup>st</sup> day is a holiday then the following working day.
Last Trading Day	Last calendar day of the contract expiry month. If last calendar day is a holiday or Saturday then preceding working day.
Trading	
Trading Period	Mondays through Friday
Trading Session	Monday to Friday: 10.00 a.m. to 11.30/ 11.55 p.m.
Trading Unit	1 MT
Quotation/ Base Value	1 kg
Maximum Order Size	70 MT
Price Quote	Ex-Bhiwandi (exclusive of all taxes and levies relating to import duty, customs, Sales Tax/VAT as the case may be, special additional duty and octroi). At the time of delivery, the buyer has to pay these taxes and levies in addition to Delivery order rate.
Tick Size (Minimum Price Movement)	5 paise per kg
Daily Price Limit	The base price limit will be 4%. Whenever the base daily price limit is breached, the relaxation will be allowed upto 6% without any cooling off period in the trade. In case the daily price limit of 6% is also breached, then after a cooling off period of 15 minutes, the daily price limit will be relaxed upto 9%. In case price movement in international markets is more than the maximum daily price limit (i.e 9%), the same may be further relaxed in steps of 3% beyond the maximum permitted limit, and inform the Commission immediately.
Initial Margin	Minimum 4% or based on SPAN whichever is higher
Extreme Loss Margin	1%

Additional and/ or Special	In case of additional volatility, an additional
Margin	margin (on both buy & sell side) and/ or special
Margin	margin (on either buy or sell side) at such
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	percentage, as deemed fit; will be imposed in
	respect of all outstanding positions.
Maximum Allowable Open	For individual clients: 7,000 MT or 5% of the
Position	market wide open position whichever is higher for
	all Copper contracts combined together.
	For a member collectively for all clients: 70,000
	MT or 20% of the market wide open position
	whichever is higher for all Copper contracts
	combined together.
	Delivery
Delivery Unit	9 MT with tolerance limit of + / - 1 % (90 kg)
Delivery Margin	25%
Delivery Center	Within 20 kilometers outside Mumbai octroi limit.
Quality Specifications	Grade 1 electrolytic copper as per B115
	specification
Due Date Rate	Due date rate is calculated on the last day of the
	contract expiry, by taking international spot price of
	Copper and it would be multiplied by Rupee-US\$
	rate as notified by the Reserve Bank of India on
	that particular day.
Delivery Logic	Both Option

## Contract Launch Calendar of Copper

Contract Launch Months	Contract Expiry Months
July 2016	February 2017
September 2016	April 2017
December 2016	June 2017
March 2017	August 2017
May 2017	November 2017

## **Delivery logic Both Option** Tender period 1<sup>st</sup> working day after expiry of contract Tender and 1<sup>st</sup> to 2nd working days after expiry of the contract. delivery period Seller's Three working days prior to the contract expiry day by Buyer's and Intention 6.00 p.m. Seller will submit copies of relevant documents as evidence that he is holding stock at the time of giving his intention. Mode of communication MCX eXchange Matching of Buyer's and On the basis of intention received from the buyers and Seller's intention sellers, the Exchange will match the total quantity offered by the buyers and sellers and with respect to the matched quantity, the allocation of delivery between the buyers and sellers will be done. The unmatched quantity of open position will be closed out as per DDR and actual delivery will be effected only to the extent of matched quantity. Dissemination the On the contract expiry day by 7.00 p.m. of information on delivery intention on TWS Delivery period margin 25% margin will be imposed during tender and delivery period on both buyers and sellers on matched quantity. Delivery period margin Sellers are exempted from payment of margin, if goods Exemption are tendered during tender days of the contract month with all the documentary evidences. **Delivery allocation** Date On expiry date of the Contract Rate At due date rate (DDR) Delivery pay-in of E+1 working day by 5.00 p.m. (E stands for expiry) Commodities Delivery pay-out of E+2 working days by 5.00 p.m. Commodities Pay-in of funds E+2 working days by 11.00 a.m. **Pay-out of funds** E+2 working days after 2.00 p.m. Penal provisions After getting (matching) intentions from the buyer and seller to take or give delivery, if any of the party fails to honour his obligations, a penalty of 2.5% of the DDR will be imposed on him. Apportioning of the penalty: > 2% (i.e. 80% of penalty amount) will be credited to SGF > 0.5% (i.e. 20% of penalty amount) will be credited to the counter party Additionally, a replacement cost of 4% of DDR will be recovered from the defaulting buyer / seller. While, out of the replacement cost recovered, 90% will be passed on to the counterparty and 10% will be retained by the Exchange towards administrative

expenses.

## **Delivery and Settlement Procedure of Copper**

Taxes, Duties, Cess and	Price is not inclusive of import duty, sale tax/VAT, CVD
Levies	or other charges. The buyer has to pay all such duties at
	the time of taking delivery.
Close out of open	All outstanding positions on the expiry of contract shall
positions	be closed out at due date rate and respective pay-in and
	pay-out of funds of such close out shall be effected on 1 <sup>st</sup>
	settlement day after the last trading day at 9.30 a.m. and
	by 11.00 a.m. respectively.
Due date rate	Due date rate is calculated on the last day of the contract
	expiry, by taking international spot price of Copper and it
	would be multiplied by Rupee-US\$ rate as notified by the
Odd lot treatment	Reserve Bank of India on that particular day. Delivery will be effected only on delivery lot basis. In
Odd for treatment	case there is any mismatch in the position of seller and
	buyer then delivery will not be matched and accordingly
	the position will be closed out at the DDR.
Warehouse, insurance	-Borne by the seller upto commodity pay-out date
and transportation	-Borne by the buyer after commodity pay-out date
charges	
Buyer's option for lifting	Buyer will not have any option about choosing the place
of delivery	of delivery and will have to accept the delivery as per
Delinementer	allocation made by the Exchange.
Delivery centre	Deliveries can be effected from Exchange designated warehouse at Mumbai within 20 kilometers outside
	Mumbai octroi limit, which may be Central Warehousing
	Corporation (CWC) or a private warehouse.
Delivery of Goods	Each delivery shall be in multiples of minimum delivery
	lots and shall be designated for only one delivery center
	and one location in such center. Delivery will be
	accompanied with duly discharged Warehouse Receipt,
	invoice and Valid Quality Certificate/s, as per contract
	specifications from the Exchange approved quality
	certifying agency/s. Delivery once submitted cannot be
	withdrawn or cancelled or changed, unless so agreed by
	the Exchange. Goods tendered under delivery shall be in conformity with the contract specifications.
Delivery Grades	The members tendering delivery will have the option of
	delivering such grades as permitted by the Exchange as
	per the contract specifications. The buyer will not have
	any option to select a particular grade and the delivery
	offered by the seller and allocated by the Exchange shall
	be binding on him.
Evidence of stock in	At the time of issuing delivery, the member must prove to
possession	the Exchange that he holds stocks of the quantity and
	quality specified at the declared delivery center. This
	should be substantiated by way of producing warehouse
	receipt.
Sampling and analysis at	In case the buyer does not agree to the Surveyor's report
the time of delivery	as to the quality of the commodity, he shall desire for
	second sampling and intimate the Exchange in writing within 48 hours of the commodity pay-out date.
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Sampling Procedure	The system of drawing of samples tendered for delivery
	will be as prescribed in the Bureau of Indian Standards procedure. Three Samples shall be drawn as under:
	<ul> <li>First Sample – for the buyer</li> </ul>
	<ul> <li>Second Sample – for the seller</li> </ul>

	Third Sample – for final reference, if necessary
Failure of first sample	If the first sample collected by the buyer and analyzed by the surveyor, out of the exchange empanelled surveyor/s for the contract, appointed by him, conforms to the specifications, then the goods tendered for delivery shall be accepted and no subsequent claims from the buyer regarding quantum of rebate or any other indemnification shall be admissible nor the sellers shall be obliged to pass any sealed samples to the buyer if requested subsequently. The sampling methods to be adopted for analysis will be decided by the Exchange. If the first sample as examined by the buyer's surveyor fails to conform to the quality standards specified, the
	buyer shall intimate the seller within 72 hours of the collection of sealed sample along with a copy of the Surveyor's report. The seller shall immediately send the second sealed sample to another approved laboratory (out of Exchange approved panel), which is also agreed by the Exchange. In the event the buyer and seller do not mutually reach agreement with the results of the second sample test, then the Exchange shall send the third sealed sample to any one of the approved laboratories / surveyor, as decided by the Exchange.
Final Surveyor's Report	The final approved laboratory and/or surveyor's report shall be forwarded by the Exchange to the parties immediately on receipt of the same. In case dispute on quality of the goods allocated to the buyer is raised by the buyer before funds pay-out to the seller, the pay-out of funds to the seller will be made on the basis of the final test report received by the Exchange, pursuant to the third and the final test, or it would be recovered from the seller, if the payment was already released. The Exchange will also direct the party, in whose favour the result is declared to collect the cost of tests and detention charges from the other party. In case the commodity stands rejected then it will be tantamount to failure on the part of the seller to give delivery, whose outstanding short position, shall be closed out as per the Penal provision applicable for seller default or any other rate as decided by the Exchange, treating the failure on the part of the seller to give delivery as shortage.
Obligations of the	The decision of the Exchange in this regard shall be final and binding to both the parties. In order to ensure that tests are exactly comparable and
Independent Analyst	that the results are consistent, the final approved laboratory and / or surveyor shall determine the particular analytical test by applying the methods specified in relevant IS. The said laboratory and / or the surveyor shall be required to append a certificate or certificates to those effects to the analysis report issued by the laboratory and/or surveyor.
Legal Obligation	Every member delivering and receiving warehouse receipt by way of delivery shall provide appropriate tax forms wherever required as per law and as custom and neither of the parties shall unreasonably refuse to do so.
Extension of delivery	The Exchange may extend the Delivery Period due to

period	either force majeure or any other reason, as it thinks fit in the interest of the market.
Applicability of Business Rules	The general provisions of Byelaws, Rules and Business Rules of the Exchange and decisions taken by Regulator of Commodity Exchanges, the Board of Directors/ Relevant Authority of the Exchange in respect of matters specified in this document shall form an integral part of this contract. The Exchange or Regulator of Commodity Exchanges as the case may be, may further prescribe additional measures relating to delivery procedures, warehousing, quality certification, margining, risk management from time to time.
	Members and market participants who enter into buy and sell transactions may please note that they need to be aware of all the factors that go into the mechanism of trading and clearing, as well as all provisions of the Exchange's Bye Laws, Rules, Business Rules, circulars, directives, notifications of the Exchange as well as of the Regulators, Governments and other authorities.
	It is the sole obligation and responsibility of the Members and market participants to ensure that apart from the approved quality standards stipulated by the Exchange, the commodity deposited / traded / delivered through the Approved warehouses/Vaults of Exchange is in due compliance with the applicable regulations laid down by relevant authorities as also other State/Central laws and authorities issuing such regulations in this behalf from time to time, including but not limited to compliance of provisions and rates relating to Sales Tax, Value Added Tax, APMC Tax, Mandi Tax, LBT, Octroi, Excise duty, stamp duty, etc. as applicable from time to time on the underlying commodity of any contract offered for deposit / trading / delivery and the Exchange shall not be responsible or liable on account of any non-compliance thereof.
	The buyer shall have to lodge his claim, if any, against quality and/or quantity of goods/ delivery allocated to him if any, while retaining the disputed goods in the warehouse/s (without lifting them out of the warehouse/s), within 48 hours from the date of scheduled commodity pay out of the Exchange, failing which, no claim shall be entertained by the Exchange thereafter.
	The Exchange is not responsible and shall not be held liable or accountable or responsible for value of the goods/stock of the commodities stored/lying in Exchange designated warehouse/s and which is fully/partially confiscated / seized by any local or statutory or any other authority for any reason whatsoever or for any deterioration in quality of the goods stored due to above reason or which have passed the Final Expiry date and continue to remain in the Exchange accredited warehouse. The decision of the Exchange shall be final

	and binding to all Members and their constituents in this regard. (The interpretation or clarification given by the Exchange on any terms of this contract shall be final and binding on the members and others.)
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