



A Govt. of India Enterprise

Touching Lives, adding value

(Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road)

New Delhi – 110 003 (India)

Tel. NO. 011- 24381268/ Fax No: 011-24366362

E-mail: ajittoppo@mmtclimited.com

NOTICE INVITING TENDER

NO.: TENDER NO.MMTC/STEEL/C&HC/18-19/Imports/GT- 002

DATED:20TH MARCH'2019

MMTC invites Tender for Import of Coking Coal 50,000 -75,000 MT (+/-10%), for each of the following grades of Coal from interested Overseas Parties (Grades of Coal Listed in Clause 2 of Tender). The Coal shall be freshly mined Straight Coal, unblended.

The techno commercial bids and Price bids have to be submitted either electronically or physically by **1030 Hrs. IST on 26th March'2019**

The complete details of the Tender enquiry are available at MMTC's website www.mmtclimited.com or <http://eprocure.gov.in/cppp/> or <https://mmtc.abcprocure.com>



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NO.: TENDER NO.MMTC/STEEL/C&HC/18-19/Imports/GT- 002 DATED: 20TH MARCH 2019

SUB: TENDER FOR IMPORT OF 50,000 -75,000MT-(+/-10%) for Two Grades of coking coal
(a) Grade I (b) Grade II (as specified in tender); STRAIGHT COAL , UNBLENDED

1.

- 1.1.** Invitation of bids from Coal producers owning coal mines/overseas coal suppliers / traders for supply of 50,000-75,000 (+/-10%) Metric Tonne of imported freshly mined prime quality washed/unwashed coking coal (size 0-50mm) to be delivered at Paradip Port latest by 15th April, 2019. **Bidders to indicate load port laycan in the bid and the discharge port shall be Paradip. Earnest Money Deposit / Bid Bond and Performance Guarantee are not payable by Suppliers supplying to Steel Authority of India Ltd. (SAIL) or Rashtriya Ispat Nigam Limited (RINL).** Further MTPL, Singapore (subsidiary of MMTC) is also exempted from submission of EMD/ bid bond & Performance Guarantee.

DUE DATE FOR SUBMISSION OF BOTH TECHNICAL AND PRICE BIDS	1030 HRS ; 26 th MARCH 2019
DATE AND TIME FOR OPENING OF TECHNICAL BIDS	1045 HRS ; 26 th MARCH 2019
DATE AND TIME FOR OPENING OF PRICE BIDS (Tentative)	1400 HRS ; 26 th MARCH 2019
OFFERS TO BE VALID UPTO FOR ACCEPTANCE	UPTO 1730 HRS IST ON 28 th MARCH 2019

- 1.2. The offers are being invited on CIF, FO basis Paradip port, India.**

2. TECHNICAL SPECIFICATIONS FOR HARD COKING COAL (SIZE 0-50 MM)

SL. NO.	TECHNICAL PARTICULARS	GRADE - I	ABSOLUTE TOLERANCE	GRADE - II	ABSOLUTE TOLERANCE
(1)	(2)	(3)		(4)	
1	a) Size	0 to 50 mm		0 to 50 mm	
	b) Fraction below 0.5 mm	25% max.	30% max.	25% max.	35% max.
2	Total Moisture (on as received basis)	10% max.	12% max.	10% max.	12% max.
3	Proximate Analysis (on air dried basis) (BS 1016 - 1973 Part 3)				
	a) Volatile Matter	20% to 26%	27% max.	24 to 32%	35% max.
	b) Ash	8.9% max.	10% max.	8.9% max.	10% max.
	c) Inherent Moisture	1.5% max.	2% max.	1.5% max.	2% max.
	d) Fixed Carbon	By Difference		By Difference	
4	a) Phosphorus (BS 1016 - 1973)	0.08% max.		0.08% max.	
	b) Sulphur (BS 1016 - 1973)	0.6% max.	0.8% max.	0.6% max.	0.8% max.
5	Crucible Swelling Number (CSN)(ISO/501-1974)	7.5% min.	6 min.	5 min.	
6	a) Mean Max Reflectance (ISO 7404)	1.15 to 1.25	1.3	0.85 to 1.28	1.3 max.
	b) Vitrinite Percentage (ISO 7404)	55 min	50 min.	50 min.	50 min.
	c) Vitrinite distribution V9 to V14 (ISO 7404)	80% min.	85% min.	75% min.	
	d) Gieseler Plastometer Test (ASTM D-2639) Maximum Fluidity (ddpm)	600 min.	350 min	250 min.	200 min

NB: EXCEPT AS OTHERWISE PROVIDED IN THEIR AGREEMENT ,ON NO ACCOUNT, HARD COKING COAL WITH TECHNICAL CHARACTERSTICS FALLING ABOVE/BELOW THE ABSOLUTE MAXIMUM/ABSOLUTE MINIMUM SHOWN UNDER THE ABOVE COLOUMN SHALL BE DELIVERED/ACCEPTED.

PLACE & DATE:**(Name & Signature of Bidder)**

3. INSTRUCTION TO BIDDERS: The bid prepared by the Bidder shall comprise of the following components:

3.1. Techno-Commercial Bid to be submitted in Physical form including acceptance to supply stipulated quality & quantity of coal & to the terms and conditions of supply : Other documents required to be submitted would include :

- i. Bid Bond in the form of Bank Guarantee at **Annexure V**
- ii. Statement of Deviations signed and completed in all respect at **Annexure III**
- iii. MMTC Tender duly signed in original by the authorized officer of the bidder and stamped on all pages of the NIT confirming that the bid is strictly as per terms of Tender and acceptance of all terms and conditions of the Tender.
- iv. The BG/PG to be issued through a schedule commercial bank at New Delhi / or foreign First Class Bank. **Annexure VI**
- v. Other documentary requirements like bidder's minimum qualifying criteria.
- vi. Technical specifications offered **Annexure-II**
- vii. Performance Bank Guarantee as per **Annexure VI**
- viii. Penalties for Deviation in the specifications of coking coal **Annexure IV**.
- ix. Declaration duly signed in original placed at **Annexure-VII**
- x. Signed Integrity Pact at **Annexure VIII**

3.2. Price Bid: The price bids shall be opened on the due date for the technically qualified bidders only

The bidder has to quote the price of coking coal using the format enclosed at **Annexure-I(A)** on the basis of CIF, FO Paradip Port. Bidders must make offer in the appropriate format for the specific Grade of coal they are to offer in the tender.

4. CRITERIA OF EVALUATION: BIDS SHALL BE EVALUATED BASED ON LOWEST LANDED C&F (FO) PRICE, Paradip Port, India IN USD PMT.

- 4.1.** Minimum Bid Quantity: Bidder must quote for a quantity of 50,000(+/-10%) MT. The Bidder may bid for coking coal as per Clause 2 of Tender and must fill in the corresponding Price Bid in **Annexure-I(A) and/or I(B)**.
- 4.2.** PRICE BID should contain the details of Price offered as per enclosed **Annexure-I(A) and/or I(B)** – in Physical form. The bidder may please note that **the price bids shall be opened for the technically qualified bidders only**. The price bids shall be opened in the presence of bidders / authorized representatives who wish to be present for which they shall be informed / intimated after technical evaluation.
- 4.3.** The bidder is specifically requested to note MMTC's specifications as stipulated under Clause 2, technical specifications above. In respect of ash , sulphur and Moisture the offers & consequent supplies (if materialized) outside the guaranteed specifications at Col 3 but within the absolute maximum/minimum as stipulated in Col 4 of technical specifications would be financially evaluated as per penalties as indicated in **Annexure-IV. Bidders may please note that Bidders are to bid on CIF, FO Paradip port basis.**
- 4.4.** Suitability of coal for usage in the Coke Ovens of the buyer (at M/s Neelachal Ispat Nigam Limited, Jajpur Odisha – NINL) shall be as per the acceptance of the technical guidance/operations. Then MMTC may accept/reject coal on account of the above without citing any reasons.

5. BIDDERS' MINIMUM QUALIFYING REQUIREMENTS:

To qualify technically, each bidder shall satisfy all the following minimum threshold criteria.

- 5.1.** That the Bidder has the necessary technical & production capability necessary to perform the Contract. The bidder or Seller must demonstrate sound financial status. The bidders / supplier's annual turn-over should not be less than USD 15 Million for which self declaration can be given duly notraised.
- 5.2. EMD/Bid Bond:** Bid Bond / EMD of USD 50,000 for the desired Grade of coking coal or equivalent value in INR in format at **Annexure-V** in favor of MMTC Ltd., payable at New Delhi is required to be submitted in case the supplier is not a supplier to SAIL or RINL under EJC. Further MTPL, Singapore (subsidiary of MMTC), miners of Coking coal supplying to SAIL, RINL are exempted from submission of EMD & Performance Guarantee. Bid received without EMD would be rejected. The EMD shall not carry any interest. Non-acceptance of LOA, failure of signing the contract and / or establishing the performance guarantee within the time allowed shall be construed as a failure and the EMD shall be forfeited.
- 6. VALIDITY OF THE OFFER:** Each Bidder shall keep their offer firm and valid for acceptance by MMTC till stipulated time & date.

7. FORMAT FOR THE BID:

- 7.1.** Each page of the offer should be signed by the authorized officer(s) of the Bidder.
- 7.2. Bidders are specifically requested to note that the Purchaser would deal exclusively with the foreign supplier and LC will be established only on foreign supplier.**

8. STATEMENT OF DEVIATIONS:

- 8.1.** The Purchaser solicits bids in conformity with the terms and conditions as mentioned in their tender, without any deviations. However, if any Bidder is unable to accept any particular term or proposes any deviation there from, the Bidder shall enclose along with their offer, a Statement of Deviations as per **Annexure-III** given below clearly spelling out the deletions/deviations proposed, which will be evaluated.
- 8.2.** The Bidder shall submit their bid confirming acceptance to all the terms and conditions of the Bidding Documents, except for the deletions/deviations specifically proposed by the bidder in their Bid. Bidder should mention "No Deviation "in the deviation sheet in case all tender terms and conditions are acceptable.
- 8.3.** In case improved specifications are offered by the bidder, no premium will be given.

9. SEALING AND MARKING OF BIDS:

The detailed offer together with its enclosures should be submitted in original as under:

TECHNO-COMMERCIAL BID: The envelope superscribing "**TECHNO-COMMERCIAL BID**" should contain documents specified at para 3 above. Any other document requested for in their tender, should also be submitted with Techno commercial bid. **Only in physical mode.**

PRICE BID (Electronic Mode or Physical Mode) as per Annexure I

- 9.1.** IN CASE, THE BIDDER FACES DIFFICULTY IN SUBMITTING PRICE BID THROUGH ELECTRONIC MODE. THE BIDDERS ARE PERMITTED TO SUBMIT IN PHYSICAL MODE AS PER **ANNEXURE-I**. THE PRICE BID SHOULD BE PUT IN AN ENVELOPE SUPER SCRIBING “PRICE BID FOR TENDER NO. **MMTC/STEEL/C&HC/18-19/Imports/GT- 002 DATED: 20th March, 2019.**

BOTH THE ENVELOPES, ONE CONTAINING THE TECHNICAL BID AND EMD AND THE OTHER CONTAINING THE PRICE BID (IN CASE OF PHYSICAL MODE) SHOULD BE PUT UP IN ANOTHER ENVELOPE SUPER SCRIBING “**MMTC/STEEL/C&HC/18-19/Imports/GT- 002 DATED: 20th March 2019** FOR IMPORTED HARD COKING COAL.”

SEALED BIDS SHOULD BE DROPPED IN THE TENDER BOX KEPT AT MMTC LIMITED, CORPORATE OFFICE, NEW DELHI OR THE SAME CAN ALSO BE SENT THROUGH SPEED POST/COURIER TO DEPUTY GENERAL MANAGER, COKING COAL, MMTC LIMITED, CORPORATE OFFICE, NEW DELHI AT THE FOLLOWING ADDRESS: MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110 003.

- 9.2.** Bids received by Email or fax and applications beyond the tender closing time will be ejected.

10.SUBMISSION & OPENING OF BIDS:

The bids to be submitted by 1030 hours (IST) on 26th March 2019. The techno commercial bids are to be submitted in physical form in the tender box kept at Steel Division, MMTC Limited, 3rd Floor, Core-I, SCOPE Complex , 7 Institutional Area, Lodi Road, New Delhi-110 003, India or e bid mode. Part-I of the bids shall be opened immediately after expiry of the deadline for submission of bids i.e. 1045 hours (IST) on 26th March 2019. The price bids of technically successful bidders only shall be opened at 1400 Hrs on 26th March 2019.

- 10.1.** Notwithstanding anything specified in these tender documents, MMTC Limited at its sole discretion, unconditionally and without having to assign any reason, reserves the right:
- i) To accept or reject the lowest offer or any other offer or all the offers,
 - ii) To accept any offer in full or in part,
 - iii) To procure the tendered quantity from more than one bidder.
 - iv) To reject the offers not conforming to the tender terms without further correspondence.
 - v) To reject the offer of past supplier(s) with unsatisfactory track record.
 - vi) To increase the tendered quantity if suitable bids are received.

Earnest Money in physical form should reach us on or before closing date and time of tender.

11.PERFORMANCE GUARANTEE:

- 11.1.** Suppliers supplying to SAIL or RINL under EJC. Further MTPL, Singapore (subsidiary of MMTC), miner of Coking coal supplying to SAIL, RINL are exempted from the requirement of performance guarantee. Further MTPL, Singapore (subsidiary of MMTC) is also exempted from submission of EMD & Performance Guarantee.
- 11.2.** THE PURCHASER SHALL ISSUE a Letter of Award to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per **Annexure VI**) for an amount covering 5% (FIVE percent) of the contract value **in case the successful bidder is not a supplier to SAIL or RINL under EJC.** Further MTPL, Singapore (subsidiary of MMTC), miner of Coking coal supplying to SAIL/RINL is exempted from submission of EMD & Performance Guarantee. The duly signed contract and performance Bank guarantee as per our pro-forma shall reach the purchaser within 7 days from the date of issue of Letter of Award (LOA). Within 5 days after receipt of duly signed contract and performance guarantee, Letter of Credit shall be established by the Purchaser. PG issued by any scheduled bank in India / Foreign bank to be advised through their New Delhi branch, shall be acceptable. The PG Bond shall be kept valid and in full force and effect from the date of agreement till a period of 6 months from the date of delivery of the last consignment under the agreement. For their purpose, the date of Bill of Lading shall be the date of delivery in respect of each consignment. Non-acceptance of LOA, Non-signing of the contract/non-performance of the contract within the allowed period will be construed as a failure and the P.G. can be invoked.
- 11.3.** In the event of the failure of the Bidder to furnish PG Bond in the prescribed form and/or within the stipulated time, MMTC shall have the right to forfeit the EMD furnished by the Bidder, without prejudice to further recourse for breach of the Agreement

12. In case of any queries please contact us at the following: Phone 91-11-24381268 / fax 91-11-24366362 .

13._ GENERAL CONDITIONS OF THE AGREEMENT

13.1. SAMPLING AND ANALYSIS:

- 13.1.1.** A) The SELLER shall, at their own expense, arrange to carry out at the load port, the sampling and analysis of the MATERIALS delivered in each consignment, in accordance with the relevant British Standard Specifications (BS Specifications)/Specifications of the American Society for Testing and Materials (ASTM Specifications)/Specifications of the International Organization for Standardization (ISO Specifications), through the independent inspection agency at the load port, as approved by the PURCHASER. The PURCHASER may, at its option and at its own expense, depute its representative(s) to witness the sampling and analysis by the independent inspection agency at load port and may also obtain a part of the Load port sample for testing. The SELLER shall provide necessary assistance in their regard to the PURCHASER'S representative(s).
- B) The gross sample of the MATERIALS delivered in each consignment, drawn for the purpose of determination of load port analysis, shall be divided into three parts.
- C) The first part of the composite sample shall be used by the independent inspection agency at load port for determination of the load port analysis.

D) The second part of the composite sample shall be retained (for a period of six months) by the independent inspection agency at the load port in suitably packed and sealed condition and shall be treated as "PURCHASER SAMPLE".

E) The third part of the composite sample shall be retained (for a period of six months) by the independent inspection agency at the load port in suitably packed and sealed condition and shall be treated as "LOADPORT REFEREE SAMPLE".

13.1.2. The SELLER shall furnish to the PURCHASER, the Certificate of Sampling and Analysis issued by the independent inspection agency at the load port indicating:

LOADPORT ANALYSIS:

- (a) Total Moisture
- (b) Proximate Analysis covering Ash and Volatile Matter.
- (c) Total Sulphur.
- (d) Crucible Swelling Number (CSN).
- (e) Mean Max. Reflectance of Vitrinite
- (f) Vitrinite Percentage
- (g) Vitrinite Distribution (V9-V14)
- (h) Maximum Fluidity (DDPM)

Note: i) The Certificate of Sampling and Analysis shall be got prepared in 2(Two) originals, copy of which shall be e-mailed/faxed by the SELLER to the PURCHASER within 3(three) days from the date of Bill of Lading in respect of the consignment and the two originals shall be submitted by the SELLER along with other shipping documents for drawing payment.

ii) The Certificate should clearly specify that the coal loaded on the vessel, sample of which was analyzed by the Independent Inspection Agency at loadport is _____ brand of freshly mines washed / unwashed straight coking coal (Grade I/Grade II as per technical specifications) and mined from _____ mine in _____.

13.1.3. The results of analysis of the MATERIALS carried out by the approved independent inspection agency at loadport shall be final and shall form the basis of the SELLER'S invoice.

13.1.4. The supplies of the MATERIALS should be as per the guaranteed specifications specified in Annexure II of the Agreement. However, for any deviations in exceptional cases, in the Certificate of Sampling and Analysis at the Loadport, referred to in Para 1.2 hereinabove, from the quality specifications laid down in **Annexure-II** to their Agreement, the SELLER shall allow rebate(s)/diminution in price in their invoice covering the delivery of the MATERIALS in the consignment where such deviations are noticed, as per **Annexure IV**.

13.1.5. Utmost precaution shall be exercised by the SELLER at the time of delivery of each consignment to ensure that the Guaranteed Specifications stipulated at Col 3 of Technical Specifications to the Agreement are strictly complied with. The PURCHASER reserves the right to terminate the Agreement in case there are frequent deviations from the Guaranteed Specifications.

13.2. CHARGEABLE WEIGHT :

13.2.1. THE SELLER shall, at their cost, determine the weight of the MATERIALS delivered at the port of loading by means of draught survey which shall be conducted by the independent inspection agency at the loadport, appointed by the SELLER and approved by the PURCHASER (through approved licensed marine surveyors) who shall issue the Certificate of Loadport Draught Survey Weight.

Chargeable Weight for purpose of payment shall be calculated as per provisions of **Annexure IV.**

13.2.2. The PURCHASER at its own cost, determine the weight of the MATERIALS delivered in each consignment at the destination port by means of draught survey which shall be conducted by the independent inspection agency (through approved marine surveyors) appointed by the PURCHASER. The SELLER may at their option and at its own expense, depute its representative to be present at the time of determination of the Destination Port Draught Survey Weight.

13.3. QUALITY AND WEIGHT VARIATIONS MATERIAL DIFFERENCES

13.3.1. If during any period during the currency of Agreement, there are deviations from the quality stipulated in **Annexure-II** to the Agreement or there are material differences in the analysis results and/or weight determined at the loading port and at the Purchaser's end, the PURCHASER and the SELLER shall meet to investigate the reasons for such discrepancies in order to reach a mutually agreeable solution.

13.3.2. The Purchaser may request the SELLER to send the PURCHASER SAMPLE as mentioned in Para 1.1.3 hereinabove, to a designated Inspection Agency at no additional cost to the PURCHASER. The PURCHASER may carry out analysis on the sample. The cost of analysis would be borne by the PURCHASER.

13.3.3. In case the PURCHASER on analyzing the PURCHASER SAMPLE finds the results to be at adverse variance from the Loadport analysis, the PURCHASER shall report such discrepancy to the SELLER and the PURCHASER and the SELLER shall meet to investigate the reasons for such discrepancies in order to reach a mutually agreeable solution.

13.3.4. In case the SELLER contests the validity of the analysis results of the PURCHASER SAMPLE, the SELLER shall forward the LOADPORT REFEREE SAMPLE for Umpire analysis for properties showing such adverse variance, to an Independent internationally reputed Inspecting Agency nominated by buyer. The Umpire's finding, which shall be promptly obtained, shall be final and binding on both parties. The cost of Umpire analysis shall be borne by the losing party.

13.3.5. In case the Umpire analysis of the LOADPORT REFEREE SAMPLE is at adverse variance as mentioned hereinabove, the Purchaser and the Seller shall mutually make an assessment of the loss suffered by the Purchaser and the Purchaser shall be entitled to rebate/diminution in price in respect of the said consignment on the basis of their assessment.

NOTE: Independent Inspection Agency at loadport shall be appointed by the PURCHASER.

13.4. INSURANCE :

The SELLER shall at their own expense, arrange for suitable marine insurance cover for the MATERIALS delivered by the SELLER, the SELLER shall **within three working days** from the date of Bill of Lading intimate to the PURCHASER by E-mail: ajittoppo@mmtclimited.com //Fax +91 11 24366362 , the Agreement number, the port of loading, the name of the vessel, the quantity of the MATERIALS loaded on board the vessel as per Loadport Draught Survey Weight and value thereof, the Bill of Lading number and date, the date of sailing of the vessel, the name of the destination port and the expected date of arrival of the vessel at the destination port. The SELLER shall fax the message twice to ensure clear receipt of the message by the PURCHASER.

13.5. LIQUIDATED DAMAGES:

In the event of the SELLER'S failure to deliver the required MATERIALS within the time(s) specified in the Agreement for delivery, the SELLER shall have to pay as liquidated damages (and not by way of penalty), a sum equivalent to one percent of the price of any MATERIALS which the SELLER has failed to deliver, as aforesaid, for each and every month of delay or part thereof provided, however, such liquidated damages shall not apply to any period of extension granted by the PURCHASER/under Force Majeure conditions given under Para 12 herein below. The maximum amount of Liquidated Damages levied on any shipment will not exceed 10% of the value of the MATERIALS in that shipment. Delivery of the MATERIALS after the same shall become liable for levy of liquidated damages under their Clause and shall not operate as a waiver of PURCHASER's right to levy liquidated damages.

13.6. DEFAULT AND RISK PURCHASE:

If the SELLER in any manner or otherwise neglects or fails to perform the Agreement, the PURCHASER after having come to know of such negligence or non-performance after giving a notice shall take such action as it considers fit including taking risk mitigation action for supply of similar MATERIALS at the risk and cost of the SELLER.

13.7. TERMS OF PAYMENT:

The PURCHASER shall establish irrevocable Letter(s) of Credit payable at sight on shipment to shipment basis covering approximate value of each shipment upon nomination of vessel. Confirmation of the L/C can be arranged at the cost of the seller. L/C to provide for payment on sight on submission of standard shipping documents duly complying with the provisions of terms of LC. The documents constituting standard shipping documents are as under:

2/3 sets of original clean on Board Bill(s) of Lading made out "to order" and blank endorsed marked Notify "MMTC Ltd., Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubneshwar 751 007, INDIA". The Bills of Lading must be issued in 'CONGENBILL FORM' only.

Note: Charter Party Bill(s) of Lading marked "freight payable as per Charter Party" (in case of FOB(T) BASIS) will be acceptable.

13.7.1. Signed Commercial Invoices-in quadruplicate.

13.7.2. Certificate of Sampling and Analysis issued by the independent inspection agency at loadport clearly specifying that the sampling and analysis pertains to the named Brand loaded on the vessel – in duplicate. On no account, the Analysis result of any

technical parameter shall exceed the absolute maximum/absolute minimum tolerance limit stipulated under Column 4 of Technical Specifications vide **Annexure-II** to their Agreement.

- 13.7.3.** Certificate of Origin issued by Chamber of Commerce / Appropriate Customs Authorised agency; located in the country of Shipment.
- 13.7.4.** Loadport Draught Survey Weight Certificate issued by the independent inspection agency at loadport-in triplicate.
- 13.7.5.** SELLER'S Certificate-in quadruplicate, confirming that (a) one negotiable copy of the Bill of Lading alongwith four non-negotiable copies of Bill of Lading (b)(two non-negotiable copies of Commercial Invoice(s) six copies of the Certificate of Sampling and Analysis at loadport (d) two copies of Certificate of Origin (e) two copies of Loadport Draught Survey Weight Certificate and (f) copy of SELLER'S Fax/e-mail advice of shipment to the PURCHASER, have been sent through Courier Service direct to the PURCHASER at ""MMTC Ltd., Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubneshwar 751 007, INDIA", within 7 (seven) days from the date of Bill(s) of Lading.
- 13.7.6.** Copy of SELLER'S FAX/e-mail advice of shipment to the PURCHASER- in quadruplicate.
- 13.7.7.** Within 7 (seven) days from the date of Bill of Lading in respect of each consignment, the SELLER shall send through Courier Service, direct to the PURCHASER at "MMTC Ltd., Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubneshwar 751 007, INDIA", the following documents in respect of each shipment:
- 13.7.8.** One negotiable copy of Bill of Lading alongwith four non-negotiable copies.
- 13.7.9.** Two non-negotiable copies of Commercial Invoice.
- 13.7.10.** Six copies of the Certificate of Sampling and Analysis at loadport.
- 13.7.11.** Two copies of Certificate of Origin.
- 13.7.12.** Two copies of loadport Draught Survey Weight Certificate.
- 13.7.13.** Copy of SELLER'S FAX/e-mail advice of shipment to the PURCHASER.
- 13.7.14.** The SELLER shall email copies of signed Bills of Lading, Commercial Invoice, Certificate of Sampling and Analysis, Certificate of Origin and Loadport Draft Survey Certificate, Seller's Certificate and Seller's advice to shipment hereinabove to the PURCHASER at e-mail kkpaul@mmtclimited.com the scanned documents within 5 working days after the Bill of Lading Date.
In case of amendment of LC on request of Seller, the charges so incurred shall be payable by Seller.
The Invoices so raised by Seller should follow provisions of the tender document.
MMTC reserves the right to request the supplier for hatch-wise Bill of Ladings/ split B/L's.

13.8. TERMS OF DELIVERY:

- 13.8.1.** The period of delivery is the essence of their tender. Immediately after signing LOI and submission of PG (if applicable) the Sellers shall take necessary steps to ensure that

sufficient quantity of material is ready for delivery at the load port to enable the nominated vessel to off take the ordered quantity and reach the discharge port of Paradip not later than 15th April, 2019. .

13.8.2. For any delay in clearance at the port of destination on account of non supply of shipping documents in time and / or due to faulty documents, the Seller would be held responsible for any demurrage, port rent etc. which the purchaser may become liable to pay to the authorities at the discharge port in India.

13.8.3. The terms of delivery of the MATERIALS shall be as per the provision of tender document.

13.9. TAXES & DUTIES:

The SELLER shall be entirely responsible for all taxes, Stamp duties, License fees and other such levies imposed outside the Purchaser's country.

13.10.EXPORT LICENCE :

It shall be the responsibility of the SELLER to obtain the requisite Export Licence and comply with other relevant laws of their country for export of the MATERIALS and he shall keep the PURCHASER indemnified for any losses which accrue to the PURCHASER because of any defect therein.

13.11.ARBITRATION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of their contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The venue of Arbitration shall be New Delhi, India.

13.12.FORCE MAJEURE:

13.12.1. If either the SELLER or the PURCHASER be prevented from discharging its or their obligation under their Agreement by reason of restraints by Government or people , war, blockade, revolution, insurrection, mobilization, strikes, civil commotions, Acts of God, plague or other epidemics, destruction of the MATERIALS by fire or flood or other natural calamity interfering with the production , loading or discharge , the time for delivery shall be extended by the time or times not exceeding one **month**, during which loading or discharge is prevented by any such causes as hereinabove mentioned. The party invoking protection under their clause shall within 15(fifteen) days of the occurrence of force majeure causes put the other party on notice supported by Certificate from the Chamber of Commerce or concerned Government Authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party/Parties at the earliest and within 15 (fifteen) days from the cessation of the force majeure causes.

13.12.2. Should there be any interruption in the delivery of the MATERIALS due to force majeure circumstances detailed in the Para 12.1 herein above, it is hereby mutually agreed between the PURCHASER and the SELLER that the period of off-take of the MATERIALS by the PURCHASER/period of delivery of the MATERIALS by the SELLER shall automatically stand extended by a period not exceeding one month, equal to the actual duration of the causes interrupting the off take by the PURCHASER and/or delivery of the MATERIALS by the SELLER plus a period of six weeks to enable the affected party to make suitable arrangements for resumption/ normalization of shipments.

13.13. APPLICABLE LAWS :

13.13.1. Their Agreement shall be governed by and construed according to the laws of India for the time being in force.

13.13.2. To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2010" shall be applied

13.14. LIABILITY OF GOVT. OF INDIA:

It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into their Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to their Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the PURCHASER is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The SELLER expressly agrees, acknowledges and understands that the PURCHASER is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the SELLER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of their Agreement and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under their Agreement.

13.15 HOLIDAY LISTING:

Notwithstanding anything contained in this agreement, MMTC's policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

13.16 FRAUD PREVENTION:

1. Commitments of the Bidder(s) /Contractor(s) /Buyer(s) /Vendor(S): The Bidder(s)/ Contractor(s)/ Buyer(s)/ Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in "Fraud Prevention Policy" of MMTC (full text of which is available on MMTC's website at <http://mmtclimited.gov.in> (<http://mmtclimited.gov.in/>)) during their participation of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others , any information or document provided by in the tender process, during the execution of contract and in any other transaction with MMTC. (a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC's employees any

material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract. (b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. (c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees MMTC as per of the business relationship, including information contained or transmitted electronically. (d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences. (e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

2. Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause , above or "Fraud Prevention Policy" of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.
3. Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause, MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

13.17. Declaration:

The bidder is required to submit a declaration as per Annexure IX regarding the bidder being a supplier of coking coal and supplying to SAIL/RINL under LTA in FY 18-19. The same is required to be stamped and signed by the bidder along with other documents in physical form. Further, if any information provided found to be wrong, then the bidder shall bear all consequences / any consequential damages / penalties etc.

Enclosures:

- | | | |
|--|---|-------------------------------------|
| 1. Proforma for Price Bid | : | Part I (Annexure-IA ,IB)
Part II |
| 2. Technical Specifications of HCC offered by Supplier | : | Annexure -II |
| 3. Deviation Statement | : | Annexure -III |
| 4. Proforma for Shipping / Loadport details | : | |
| 5. Penalty for Deviation for HCC | : | Annexure -IV |
| 6. Bid Bond Proforma | : | Annexure -V |
| 7. Performance Guarantee format | : | Annexure -VI |
| 8. Declaration of Exemption of Financial Gurantee | : | Annexure -VII |
| 9. Integrity Pact | : | Annexure -VIII |
| 10. Letter of Authorization Format | : | Annexure -IX |
| 11.Shipping Terms | : | Annexure -X |

GM (Steel)**Bidder shall submit the following supporting documents.**

- Bidder shall enclose an **Auditor's Certificate** indicating (i) annual turnover (ii) network as on last annual balance sheet and (iii) past experience. Please enclose annual financial statement also.
- Bidder shall enclose a **Credit rating Report** from any one of the following agencies: (D&B, S&P, Moody's, ICRA, CRISIL, CARE). Credit rating report should be issued on or after **31st MARCH 2018**.
- Bidders shall enclose a **Bank reference report** issued on or after **31st JANUARY 2019**.

MTPL, Singapore a 100% subsidiary of MMTC will be exempted from submission of the above.

In case bidders are not able to submit the Credential Report along with tender documents, bidder shall submit an undertaking to the effect that the requisite documents will be submitted at the earliest.

SPECIAL TERMS & CONDITIONS FOR E-TENDER:

Tender is available on MMTC e-procurement website URL:- <https://mmtc.abcpocure.com/EPROC> for online bidding process. For this, Bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal URL:- <https://mmtc.abcpocure.com/EPROC> (a onetime activity) independent of each other as given below. Procedure for Obtaining Digital Certificate The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site URL:- <https://mmtc.abcpocure.com/EPROC>. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 3 working days.

Subject: Guidelines related to e-tendering/e-auction services

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)- 68136 866	info@abcProcure.com
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)	+91 9265562826	abhijeet@eptl.in
Technical Assistance related to e-Tender or e-Auction filling / submitting (Offsite Team).	+91-(79)- 68136 833	support@abcProcure.com
	+91-(79)- 68136 854	
	+91-(79)- 68136 850	
	+91-(79)- 68136 849	
	+91-(79)- 68136 848	pankesh@eptl.in

1. The bidder shall have valid Class-III Digital Signature Certificate (DSC) ([with signing and encryption](#)) issued from Licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

Earnest Money in physical form should reach us on or before closing date and time of tender.

BIDDERS SHALL SUBMIT THEIR OFFERS SEPARATELY IN TWO-BID FORMAT:

PART- A: TECHNICAL BID: (PHYSICAL FORM ONLY)

THE DOCUMENTS TO BE ENCLOSED WITH PHYSICAL BID ARE AS FOLLOWS AND ARE REQUIRED TO BE SUBMITTED PHYSICALLY IN SEALED ENVELOPES TO BE DROPPED IN TENDER BOX, BY DUE DATE & TIME SO AS TO REACH **GENERAL MANAGER, STEEL DIVISION, MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI – 110 003.**

- a) PROFILE OF THE COMPANY, VIZ. PUBLIC LTD./ PRIVATE LTD./ PARTNERSHIP / PROPRIETARY CONCERN WITH DETAILS OF CONTACT PERSON, PHONE, FAX, E-MAIL ADDRESS, ETC.
- b) BANK GUARANTEE AS PER FORMAT OR DD PAYABLE TO MMTC LIMITED, NEW DELHI. **BG HAS TO BE COLLECTED BY THE BUYER FROM THE BANK AND SUBMITTED. SWIFT MESSAGES WILL NOT BE ACCEPTED.**
- c) MMTC TENDER DOCUMENT SHOULD BE DULY SIGNED IN ORIGINAL AND STAMPED ON ALL PAGES OF THE NIT CONFIRMING THAT THE BID IS STRICTLY AS PER TERMS OF TENDER ENQUIRY AND ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE TENDER.*
- d) AUTHORITY LETTER IN ORIGINAL AS PER ANNEXURE – II (IF APPLICABLE)

*NOTE:- SCANNED COPY WITHOUT SIGNATURE BY AUTHORISED REPRESENTATIVE AND WITHOUT STAMP SHALL NOT BE ACCEPTED.

PART-B: PRICE BID: IN ELECTRONIC OR PHYSICAL MODE.

A) ELECTRONIC MODE

AS PER PRICE BID FORMAT IA AND IB TO BE SUBMITTED ELECTRONICALLY (AS DETAILED IN PART I AND PART II OF THE ANNEXURE- I).

B) PHYSICAL MODE

IN CASE, THE BIDDER FACES DIFFICULTY IN SUBMITTING PRICE BID THROUGH ELECTRONIC MODE. THE BIDDERS ARE PERMITTED TO SUBMIT IN PHYSICAL MODE AS PER ATTACHMENT- A IN ANOTHER SEALED COVER SUPERSCRIBING "PRICE BID" ADDRESSED TO GENERAL MANAGER, STEEL DIVISION, MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI – 110 003. BOTH TECHNICAL & PRICE BIDS IN SEPARATE ENVELOPES TO BE PUT IN ANOTHER ENVELOPE SUPERSCRIBED **TENDER NO.MMTC/STEEL/C&HC/18-19/Imports/GT- 002 DATED: 20th March 2019.** ALL THE PAPERS SHOULD BE PAGE NUMBERED AND PROPERLY STAPLED.

THE TECHNICAL BIDS WILL BE OPENED AS PER DUE DATE. AFTER SCRUTINY OF TECHNICAL BIDS, THE PRICE BIDS OF ONLY THOSE BIDDERS WHO'S TECHNICAL BIDS ARE ACCEPTABLE WILL BE OPENED AND CONSIDERED FURTHER.

INCOMPLETE OFFER OR OFFERS RECEIVED AFTER THE CLOSING TIME AND DATE SHALL NOT BE ACCEPTED. PRICE BID OF ONLY THOSE BIDDERS, WHO QUALIFY IN TECHNICAL BID, SHALL BE CONSIDERED FOR EVALUATION. PRICE BIDS OF SUCCESSFUL BIDDER(S) (IN TECHNICAL STAGE) WILL BE OPENED AS PER DUE DATE. ANY BIDDER WILLING TO PARTICIPATE IN THE TENDER OPENING PROCESS, MAY ATTEND DIRECTLY OR DEPUTE THEIR REPRESENTATIVE THROUGH PROPER AUTHORISATION ON THEIR LETTERHEAD WITH SIGNATURES IN ORIGINAL CLEARLY STATING THE NAME OF FIRM, PERSON, DESIGNATION AND THEIR SIGNATURES (AS PER ANNEXURE – IX).

EMD OF THE UNSUCCESSFUL BIDDER WILL BE RETURNED BACK AND FOR THE SUCCESSFUL BIDDERS IT WILL BE RETAINED AND RETURNED AFTER SUCCESSFUL COMPLETION OF THE CONTRACT.

GENERAL MANAGER (STEEL)

ANNEXURE -IA

**Part I:
TENDER NO.MMTC/C&HC/18-19/Imports/GT- 002**

DATED: 20TH MARCH 2019

PROFORMA FOR PRICE BID (GRADE I as per Clause 2 of Tender)

1. Name of the Bidder _____ :
2. Address _____ :
3. (a) Brand/Name of freshly mined prime Quality washed
/ unwashed hard coking coal offered _____ :
(b) Country of origin of the Coal _____ :
_____ :
4. Price quoted per metric ton in USD:
For Grade-I coking coal
a) C&F FO _____ US \$.....
in figures as well as in words)
Port of Loading: _____
Discharge port : Paradip , India
5. **Quantity offered:_____ Metric Tons (Grade-I/Grade-II coking coal(Delete whichever grade is not applicable).**
6. Total value of the Quantity offered
On CF FO basis : US \$ _____(in words)
7. **Validity of the Offer expires on :**
8. **The material should reach us latest by 15.4.19.
If date of sailing from load port is available please specify.**

**NAME & SIGNATURE OF THE
AUTHORISED
SIGNATORY OF THE BIDDER**

(NAME OF THE BIDDER)

ANNEXURE –IB

TENDER NO.MMTC/C&HC/18-19/Imports/GT- 002

DATED:20TH MARCH 2019

PROFORMA FOR PRICE BID (GRADE II as per Clause 2 of Tender)

1. Name of the Bidder _____ :
2. Address _____ :
3. (a) Brand/Name of freshly mined prime Quality washed
/ unwashed semi hard coking coal offered _____ :
(b) Country of origin of the Coal _____ :
_____ :
4. Price quoted per metric ton in USD:
For Grade-II coking coal.
C&F FO (Trimmed) US \$.....
in figures as well as in words)
Port of Loading:
Discharge port: Paradip , India
5. **Quantity offered:_____ Metric Tons (Grade-I coking coal.**
6. Total value of the Quantity offered
On C&F FO basis : US \$ _____(in words)
7. **Validity of the Offer expires on:**
8. **The material should reach us latest by 15.4.19. (If date of sailing from load port is available please specify).**

**NAME & SIGNATURE OF THE
AUTHORISED
SIGNATORY OF THE BIDDER**

(NAME OF THE BIDDER)

PART II**PRICE BID (ELECTRONIC MODE (OR) PHYSICAL MODE):**

IN CASE, THE BIDDER FACES DIFFICULTY IN SUBMITTING PRICE BID THROUGH ELECTRONIC MODE. THE BIDDERS ARE PERMITTED TO SUBMIT IN PHYSICAL MODE AS PER Part I **ANNEXURE-IA and IB**. THE PRICE BID SHOULD BE PUT IN AN ENVELOPE SUPER SCRIBING "PRICE BID FOR TENDER NO. **MMTC/STEEL/C&HC/18-19/Imports/GT- 002 DATED: 20th March 2019**.

BOTH THE ENVELOPES, ONE CONTAINING THE TECHNICAL BID AND EMD AND THE OTHER CONTAINING THE PRICE BID (IN CASE OF PHYSICAL MODE) SHOULD BE PUT UP IN ANOTHER ENVELOPE SUPER SCRIBING "TENDER NO. **MMTC/STEEL/C&HC/18-19/Imports/GT- 002 DATED: 20th March 2019** FOR IMPORTED COKING COAL.

SEALED BIDS SHOULD BE DROPPED IN THE TENDER BOX KEPT AT MMTC LIMITED, CORPORATE OFFICE, NEW DELHI OR THE SAME CAN ALSO BE SENT THROUGH SPEED POST/COURIER TO ADDITIONAL GENERAL MANAGER, COKING COAL, MMTC LIMITED, CORPORATE OFFICE, NEW DELHI AT THE FOLLOWING ADDRESS: MMTC LIMITED, CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110 003.

CONTACT PERSON: DGM, PH.NO. 011- 24381268

SPECIAL TERMS & CONDITIONS FOR TENDER:

Tender is available on MMTC e-procurement website URL:- <https://mmtc.abcprocure.com/EPROC> for online bidding process. For this, Bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal URL:- <https://mmtc.abcprocure.com/EPROC> (a onetime activity) independent of each other as given below. Procedure for Obtaining Digital Certificate The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site URL:- <https://mmtc.abcprocure.com/EPROC>. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in e-tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 3 working days.

Subject: Guidelines related to e-tendering/e-auction services

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)- 68136 866	info@abcProcure.com
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
Mr. Abhijeet Goware (Dedicated Helpdesk for MMTC)	+91 9265562826	abhijeet@eptl.in

Technical Assistance related to e-Tender or e-Auction filling / submitting (Offsite Team).	+91-(79)- 68136 833	support@abcProcure.com
	+91-(79)- 68136 854	
	+91-(79)- 68136 850	
	+91-(79)- 68136 849	
	+91-(79)- 68136 848	pankesh@eptl.in

6. The bidder shall have valid Class-III Digital Signature Certificate (DSC) ([with signing and encryption](#)) issued from Licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
7. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
8. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
9. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
10. Bidders shall be advised to print and save bid submission receipt on submission of bids.

MMTC RESERVES THE RIGHT TO CANCEL THIS TENDER WITHOUT ASSIGNING ANY REASON.

ANNEXURE –II**TENDER NO.MMTC/C&HC/18-19/Imports/ GT-002; DATED:20TH MARCH'2019****SPECIFICATION OF FRESHLY MINED, WASHED STRAIGHT , UNBLENDED COKING COAL OFFERED BY SUPPLIER (SIZE 0 TO 50MM) to be submitted with Part 1 of Bid:
TECHNICAL SPECIFICATIONS FOR HARD COKING COAL (SIZE 0-50 MM)**

SL. NO.	TECHNICAL. PARTICULARS	GRADE - I	ABSOLUTE TOLERANCE	GRADE - II	ABSOLUTE TOLERANCE
(1)	(2)	(3)		(4)	
1	a) Size	0 to 50 mm		0 to 50 mm	
	b) Fraction below 0.5 mm	25% max.	30% max.	25% max.	35% max.
2	Total Moisture (on as received basis)	10% max.	12% max.	10% max.	12% max.
3	Proximate Analysis (on air dried basis) (BS 1016 - 1973 Part 3)				
	a) Volatile Matter	20% to 26%	27% max.	24 to 32%	35% max.
	b) Ash	8.9% max.	10% max.	8.9% max.	10% max.
	c) Inherent Moisture	1.5% max.	2% max.	1.5% max.	2% max.
	d) Fixed Carbon	By Difference		By Difference	
4	a) Phosphorus (BS 1016 - 1973)	0.08% max.		0.08% max.	
	b) Sulphur (BS 1016 - 1973)	0.6% max.	0.8% max.	0.6% max.	0.8% max.
5	Crucible Swelling Number (CSN)(ISO/501-1974)	7.5 min.	6 min.	5 min.	
6	a) Mean Max Reflectance (ISO 7404)	1.15 to 1.25	1.3	1.05 to 1.28	1.3 max.
	b) Vitrinite Percentage (ISO 7404)	55 min	50 min.	50 min.	50 min.
	c) Vitrinite distribution V9 to V14 (ISO 7404)	80% min.	85% min.	75% min.	
	d) Gieseler Plastometer Test (ASTM D-2639) Maximum Fluidity (ddpm)	600 min.	350 min	250 min.	200 min

N.B.-EXCEPT AS OTHERWISE PROVIDED FOR IN THEIR AGREEMENT, ON NO ACCOUNT, HARD COKING COAL WITH TECHNICAL CHARACTERISTICS FALLING ABOVE/BELOW THE ABSOLUTE MAXIMUM/ABSOLUTE MINIMUM SHOWN UNDER COLUMN NO.4 ABOVE SHALL BE DELIVERED/ACCEPTED.

(Name & Signature of Tenderer)

Date:

Place:

ANNEXURE – III**TENDER NO.MMTC/C&HC/18-19/Imports/GT- 002 ; DATED: 20TH MARCH 2019****TENDER TERMS DEVIATION STATEMENT FORM (to be submitted with Part – 1)**

1. The following are the particulars of deviations from the requirements of the bidding terms and conditions and specifications.

S. No	Clause/ Para	Deviation	Remarks
		NIL	

We, hereby declare that there are no other deviation from the tender terms and conditions other than those mentioned above.

(Name, Signature and seal of the bidder)

Date:

Place:

ANNEXURE- IV**TENDER NO.MMTC/C&HC/18-19/Imports/ GT-002 ; DATED:20TH MARCH 2019****PENALTY FOR DEVIATION FOR COKING COAL/ PENALTIES FOR EVALUATION OF OFFERS****FOR COKING COAL**

Sl. No	Technical Particulars	Basis for application of Penalty in price for evaluation of Guaranteed Specifications	Penalty in price in US\$ per MT
1	2	3	4
(i)	Ash	Penalty for every increase of 0.5% (Fractions pro-rata) in Ash Content in excess of guaranteed limit of 8.9 % upto absolute Maximum Tolerance Limit of 10 %	US \$2.00 (US Dollar Two only)
(ii)	Sulphur	Penalty for every increase of 0.1% (fractions pro-rata) in Sulphur content, in excess of guaranteed Limit of 0.60% upto absolute maximum tolerance limit of 0.80%.	US \$ 1.00 (US Dollar One only)
(iii)	Moisture	Where the Total Moisture (on "As received" basis) in the MATERIALS as disclosed in the "Certificate of Sampling and Analysis" at Load port exceeds Guaranteed limit (10%) , the Invoice Weight shall be reduced by the excess percentage of Total Moisture over Guaranteed limit @ 1.3% for every 1.00% increase over Guaranteed limit (fractions pro-rata), upto an Absolute Maximum Tolerance Limit of 12 % . Material with Total Moisture content exceeding Absolute Maximum Tolerance limit of 12% should not be supplied in any case.	
No bonus/increment will however be applicable for improvement in specification observed over the values offered and guaranteed by the seller.			

ANNEXURE V

TENDER NO.MMTC/STEEL/C&HC/18-19/Imports/GT- 002 DATED: 20th March 2019

BID GUARANTEE FORM FOR EMD/BID BOND

IN ACCORDANCE WITH INVITATION OF BIDS FOR SUPPLY OF HCC 50,000-75,000 MT(+/- 10%)..... IN BULK TO MMTC

MMTC LIMITED
CORE NO 1, SCOPE COMPLEX
7 INSTITUTIONAL AREA
LODHI ROAD
NEW DELHI 110 003

1. WHEREAS, MMTC LIMITED, Core NO 1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi 110 003 INDIA (hereinafter called MMTC) has invited bids vide GLOBAL Tender No.....dated (hereinafter referred to as Invitation to Bids) for supply of 50,000 - 75,000 MTS imported _____ coking coal.
2. WHEREAS, the said Invitation to Bid requires that an eligible bidder intending to make a bid in response thereto shall deposit an amount of US Dollars 50,000 (United States Dollar Fifty thousand only), or in lieu of the said cash deposit shall furnish an irrevocable Bid-Bond in favor of MMTC Ltd., New Delhi in the form of a Bank Guarantee of US\$.....(US Dollars.....) with a validity for a period of 180 days (One Hundred and Eighty Days) from the date of submission of the Bids.
3. AND WHEREAS at the request of M/s(Name of the Bidder) We.....(Name & Address of the Bank) do hereby irrevocably and unconditionally guarantee and undertake payment to MMTC Ltd., New Delhi upto and not exceeding the sum of US \$.....(US Dollars.....) with a validity period upto 180 days (one hundred and eighty days)and that the Bidder; M/s.....
 - a. Shall keep their bid firm and valid for acceptance by MMTC upto (150 days).....from the date of submission of bids.
 - b. Shall ,in the event of the bid being accepted by MMTC, within fifteen (15 days) from the date of issuance of LOA/LOI from MMTC execute an Agreement for supply of imported Hard coking coal .
 - c. Shall in the event of the conclusion of Agreement keep their bid-bond valid till such time that contract is concluded as per the provisions of the agreement/contract.
4. We----- (Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, their Bank shall pay to MMTC Ltd., New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference

to the said Bidder a sum of USD.....(US Dollars.....). Their bank further agrees that the decision of MMTC Ltd., as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.

5. We.....(Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$.....only without any demur, delay, protest and without any reference or recourse to M/s.....(bidder) notwithstanding any dispute raised by(bidder) in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal.
6. The payment shall be made to MMTC Ltd., New Delhi across the counter of their bank on the same day of receipt of invocation of their bank guarantee.
7. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$.....(US Dollars.....) only.
8. Your demand in writing duly signed and sealed by the authorized signatory of MMTC Ltd may be presented to the Bank by courier/fax/airmail/speed post/ Registered Post or in person and the same shall be binding on us.
9. Their Bank further undertakes that their Guarantee shall remain irrevocably valid and in force initially upto a period of 180 days and shall expire on.....(Date) and that the same shall be extended further according to the provisions contained hereinabove and shall not be amended or withdrawn without the previous consent of MMTC in writing.
10. Their guarantee will not be discharged due to change in the constitution of the Bank or the said M/s (Bidder).
11. The liability of their bank shall discharge upon receipt of US\$.....only by MMTC.
12. Their Guarantee is governed by the Laws of India and comes into force forthwith.
13. We have the power to issue their guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute their Guarantee under the Power of Attorney granted by the Bank.

Signature

Name and Code

Designation

OFFICIAL SEAL OF THE BANK

ANNEXURE VI

PERFORMANCE BANK GUARANTEE

MMTC LIMITED
CORE NO 1, SCOPE COMPLEX
7 INSTITUTIONAL AREA
LODHI ROAD
NEW DELHI 110 003

1. WHEREAS, MMTC LIMITED, Core NO 1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi 110 003 INDIA (hereinafter called MMTC) have entered into contract No.....DATED (hereinafter called the CONTRACT) for.....with M/s (name).....address.....(hereinafter called the).
2. AND WHEREAS the "Seller" under the CONTRACT is required to furnish a Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of US\$.....
3. AND WHEREAS at the request of M/s(Name of the Seller) We.....(Name & Address of the Bank) do hereby irrevocably and unconditionally guarantee and undertake payment to MMTC Ltd., New Delhi immediately on demand upto and not exceeding the sum of US \$.....(US Dollars.....) payable by the "Seller" in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the "Seller" has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We.....(Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$.....only without any demur, delay, protest and without any reference to recourse to M/s.....(bidder) notwithstanding any dispute raised by(bidder) in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of their Bank Guarantee.
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to US\$.....(US Dollars.....). Our guarantee shall remain in force until.....(date).
6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there-under unless a claim under the Guarantee is made on our Bank in writing on or before(expiry date.)
7. Your letter of demand in writing duly signed and sealed by the authorized signatory of MMTC Ltd may be presented to the Bank by courier/fax/airmail/speed post/ Registered Post or in person and the same shall be binding on us.
8. We further agree that MMTC shall have the fullest liberty without our consent and without effecting any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by thefrom time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the saidand to forbear or enforce any part of the terms and conditions relating to the said

CONTRACT and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said M/s.....

9. Their guarantee will not be discharged due to change in the constitution of the Bank or the said M/s (Seller).
10. The liability of their bank under their guarantee shall be discharged upon receipt of US\$.....only by MMTC.
11. We(Bank) lastly undertake not to revoke their guarantee during its currency except with the previous consent of MMTC LIMITED in writing.
12. Their Guarantee is governed by the Laws of India and comes into force forthwith.
13. We have the power to issue their guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute their Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED ISSUED at AND DELIVERED THEIRDAY OF2019

Yours faithfully,

For & on behalf of....(Bank) address.

(BANKER'S SEAL)

Annexure VII

**Declaration For those who are seeking exemptions of financial guarantees viz.
EMD/Performance Guarantee on account of supplying coking coal to SAIL/RINL**

We/I hereby declare on behalf of M/s _____ that M/s _____ is supplying Coking coal to SAIL/RINL and follows the EJC terms & conditions for Shipments for the Financial year 2018-19.

Yours faithfully,

On behalf of M/s.

Signature

Name:

Designation:

Organization

Annexure VIII

Integrity Pact

Between

MMTC Limited hereinafter, referred to as “MMTC”

And

M/s. hereinafter referred to as “The Seller/Vendor/Bidder”

Preamble

WHEREAS, MMTC is an international trading company dealing in export/import/sale/purchase of various commodities.

WHEREAS, MMTC values full compliance with all relevant laws of the land, rules, regulations and the principles of economic use of resources and of fairness/transparency in its relation with its Seller/Vendor/Bidder. In pursuance, thereto, the following clauses of the Integrity Pact will be applicable and their document shall deem to be an integral part of the Agreement/Contract between us.

In order to achieve the goals, MMTC has appointed Shri Bijoy Chatterjee as an Independent External Monitor (IEM), who will monitor the tender/auction/e-auction/e-sale/sale/purchase process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of MMTC

1. MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles.
 - a) No employee of MMTC, personally or through family members will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for himself/herself or third person, any material or non-material benefit which he/she is not legally entitled to.
 - b) MMTC Will during the tender/auction/e-auction/e-sale/sale/purchase process, provide to all Seller(s)/Vendor(s)/Bidder(s) the same information and will not provide to any Seller/Vendor/Bidder any confidential/additional information through which the Seller(s)/Vendor(s)/Bidder(s) could obtain an advantage in relation to the tender/auction/e-auction/e-sale/sale/purchase process or the contract execution.
 - c)MMTC will exclude from the process all known prejudiced persons.
2. If MMTC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India or if there be substantive suspicion in their regard. MMTC will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section2 – Commitments of the Seller(s)/Vendor(s)/Bidder(s)

1. The tender/auction/e-auction/e-sale/sale/purchase commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during their participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.
 - a) The Seller(s)/Vendor(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of MMTC's employees involved in the tender/auction/e-auction/e-sale/sale/purchase process or the execution of contract or to any third person any material or non-material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Seller(s)/Vendor(s)/Bidder(s) will not enter with other Seller(s) into any illegal agreement or understanding, whether formal or informal. Their applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c)The Seller(s)/Vendor(s)/Bidder(s) will not commit any criminal offence under the relevant Anti-Corruption Law of India., further the Seller(s)/Vender(s)/Bidder(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by MMTC as part of the business relationship regarding proposals, plans business details including information contained or transmitted electronically.
 - d) The Seller(s)/Vendor(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Seller(s)/Vendor(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agents/representative have to be in Indian Rupees only.
 - e) The Seller(s)/Vendor(s)/Bidder(s) will, when presenting has bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Seller(s)/Vendor(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be necessary to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Seller(s)/Vendor(s)/Bidder(s), before award of contract, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put their reliability or credibility as Seller(s)/vendor(s)/bidder(s) into question. MMTC is entitled to disqualify the Seller(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or to terminate the contract, if already signed, for such reason.

- a) If the Seller(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put their reliability or credibility as Seller(s)/vendor(s)/bidder(s) into question. MMTC is entitled to also exclude the Seller(s)/Vendor(s)/ Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- b) If the Seller(s)/Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage cause by him and has installed a suitable corruption prevention system. MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If MMTC has disqualified the Seller(s) from the tender/auction/e-auction/e-sale/sale/purchase process prior to the award according to Section 3, MMTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If MMTC has terminated the contract according to Section 3, or if MMTC is entitled to terminate the contract according to Section 3, MMTC shall be entitled to demand and recover from the Vendor liquidated damages equivalent to 1% of the Contract value or the amount equivalent to Performance Bank Guarantee whichever is higher.
3. If the Seller(s)/Vender(s)/Bidder(s) can prove that the exclusion of the Seller(s)/Vendor(s)/Bidder(s) from the tender/auction/e-auction/e-sale/sale/purchase process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Seller(s)/Vendor(s)/Bidder(s) may compensate only the damage in the amount proved. If MMTC can prove that the amount of the damage caused by the disqualification of the Seller(s)/Vendor(s)/Bidder(s) before Contract Award or the termination of the Contract after the Contract Award is higher that the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of the damages.

Section 5 – Previous transgression

1. The Seller(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify their exclusion from the tender process.

2. If the Bidder makes incorrect statement on their subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

Section 6 – Equal treatment of all Seller(s)/Vendor(s)/ Bidder(s)

1. MMTC will enter into agreements with identical conditions as the one with all Seller(s)/Vendor(s)/Bidder(s) without any exception.
2. MMTC will disqualify from the tender process all Seller(s)/Vendor(s)/Bidder(s) who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Seller(s)/ Vendor(s)/ Bidder(s)

If MMTC obtains knowledge of conduct of Seller(s)/ Vendor(s)/Bidder(s) or of an employee or a representative or an associate of Seller(s)/Vendor(s)/Bidder(s), which constitutes corruption, or if MMTC has substantive suspicion in their regard, MMTC will inform the same to its Chief Vigilance Officer and/or appropriate Govt. authorities such as CBI.

Section 8 – Independent External Monitor(s)

1. MMTC appoints competent and credible Independent External Monitor (IEM) for their pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under their agreement.
2. The IEM is not subject to instructions by the representative of the parties and performs their functions neutrally and independently. He reports to the CMD, MMTC.
3. The IEM has the right to access without restriction to all trade/project related documentation of MMTC. The Seller(s)/Vendor(s)/Bidder(s) will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to their trade/project documentation. The IEM is under contractual obligation to treat the information and documents of the Seller(s)/Vendor(s)/Bidder(s) with confidentiality.
4. MMTC will provide the IEM sufficient information about all meetings among the parties related to the project/contract provided as meetings could have an impact on the contractual relations between MMTC and the vendor. The parties offer to the IEM obtain to participate in such meetings.
5. As soon as the IEM notices, or believes to notice, a violation of their agreement, he will so inform the Management of MMTC and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in their regard submit NON-BINDING RECOMMENDATIONS. Beyond their, the IEM has not right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CMD, MMTC within 4 to 6 weeks from the date of reference or intimation to their by MMTC and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the IEM has reported to the CMD, MMTC, substantiate suspicion of an offence under relevant Anti Corruption Laws of India and the CMD, MMTC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to its Chief Vigilance Officer, the IEM may also transmit their information directly to the Central Vigilance Commissioner, Govt. of India.
8. The word “IEM” would include both singular and plural.

Section 9 – Pact Duration

1. Their Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the Contract has been awarded.
2. If any claim is made/lodged during their time, the same shall be binding and continue to be valid despite the lapse of their pact as specified above, unless it is discharged/determined by CMD, MMTC.

Section 10 - Other Provisions

1. Their agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is partnership or a consortium, their agreement must be signed by all partners or consortium members.
4. Should one or several provisions of their agreement turn out to be invalid, the remainder of their agreement remains valid. In their case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of MMTC)
(Official Seal)

(For& on behalf of Seller/Vendor/bidder)
(Official Seal)

Place:.....

Date :.....

Witness 1.....

Name :

Address:

Witness 2.....

Name :

Address:

Annexure IX

FORMAT FOR AUTHORISATION LETTER TO BE SUBMITTED BY THE PRINCIPALS ON LETTER HEAD (IN ORIGINAL)

Ref: MMTC/

DATE:

To,
General Manager (Steel)
MMTC Limited,
New Delhi

Dear Sir,

Sub: Authorization to Agent for submission / participation in Tender –Reg.

Ref: MMTC Notice Inviting Tender No: MMTC/STEEL/C&HC/18-19/IMPORTS/GT-002 Dated 20.03.2019.

This is with reference to your Notice Inviting Tender (NIT) bearing No. MMTC/STEEL/C&HC/18-19/IMPORTS/GT-002 Dated 20.03.2019 regarding authorization.

In this connection, we M/s _____ (name & Address) as Principal, hereby appoint / authorize M/s _____ (name & Address), as an Agency on behalf of us to quote/submit/participate in the above referred tender bearing No. _____ Dated _____.

Further, our agent will enter/ sign the contract with MMTC on acceptance of our tender.

We hereby undertake that we as a Principal hold full responsibility for all acts/ deeds of M/s _____ in connection with this tender.

Thanking you.

Yours faithfully,

(Signature & Seal of the Authorized signatory of the Principal)

Signature of Authorised person

(M/s. _____)

ANNEXURE X**TERMS AND CONDITIONS FOR SHIPMENT OF THE MATERIALS ON THE BASIS OF CIF (FREE OUT) PARADIP**

The terms and conditions for shipment of the MATERIALS under the Agreement shall be as follows:

1. TYPE OF VESSELS:

- 1.1. The SELLER shall effect shipments in single-decker, self-trimming type of Handy max / Panamax vessels suitable for bulk discharge with self-discharging gear/cranes fitted with grabs fully automatic requiring no manual operation and capable of maintaining the discharge rates guaranteed by the PURCHASER as per Para 6 herein below. Such vessels shall not normally be over 15 years of age. However, in case of vessels over 15 years of age but not over 20 years of age have to be engaged, the SELLER shall seek prior clearance of the PURCHASER. The holds of each vessel shall be cleaned before loading, to avoid contamination. The vessel nominated to the Purchaser should not carry cargo for any other party than the Purchaser.
- 1.2. If, on arrival of the vessel at the nominated Indian port of discharge, it is considered by the PURCHASER that the grabs are not capable of lifting minimum 8 tonnes of the MATERIALS per grab per cycle as a result of which the vessel may not be capable of maintaining the discharge rates as guaranteed by the PURCHASER as per Para 6 herein below, a joint survey shall be conducted at the port of discharge to investigate and to assess the capacities of the self-discharging gear/cranes/grabs of the vessel and to establish the effective rate of discharge which the vessel is capable of maintaining. The findings of the joint survey shall be final and binding on both the PURCHASER and the SELLER. In case the owner does not participate in the joint survey even after receiving due notice then the report of the independent surveyor shall be binding on the Seller and Purchaser. The survey charges shall be borne and paid for by the SELLER and the PURCHASER in equal proportions. **In case of the vessel is gearless the shore crane charges and time shall be to the account of the SELLER.**
- 1.3. If, according to the findings of the surveyor, the vessel is not found to be capable of maintaining the discharge rate guaranteed by the PURCHASER for the relevant port of discharge, the effective rate of discharge which the vessel may in fact be found to be capable of maintaining as per the findings of the joint survey shall be recorded in the STATEMENT OF FACTS referred to in Para 7 herein below and the computation of laytime used shall be based on the rate of discharge as assessed by independent marine surveyor, wherever it is less than the discharge rate guaranteed by the PURCHASER for the relevant port of discharge.
- 1.4. Keeping in view the limitations at the port of PARADIP, the SELLER shall ensure that the vessels engaged by them for shipment of the MATERIALS under this Agreement have (a) length overall (LOA) (b) beam length not and (c) arrival draughts (available Water) at PARADIP.

2. General provisions to be incorporated in the Charter parties governing shipment of the MATERIALS:

- 2.1. The SELLER shall ensure that the charter parties governing shipments of the MATERIALS under this Agreement contain, inter-alia, the following provisions:

2.1.1. On sailing and fourteen days prior to vessel's ETA East Coast India, the Master of the vessel shall give advice to the PURCHASER by fax/e-mail. Thereafter, the Master of the Vessel shall telex/cable/fax at intervals of 10 days/7 days/72 hours/24 hours regarding ETA of vessel, to the PURCHASER as well as to the port offices of the PURCHASER.

2.1.2. The SELLER shall arrange for the vessel to bear and pay all port dues/charges (except port unloading charges) tonnage dues, light dues, and other taxes, assessments and charges which are customarily payable at the Indian Port(s) of discharge on or with respect to the vessel (s).

2.1.3. Each vessel shall hold a valid Gear Certificate in conformity with the International Dock Safety Convention, covering the duration of each voyage and confirming that all the gears have been duly tested. The Gear Certificate shall be made available by the Master of vessel to the representative of the PURCHASER for perusal, after the berthing of the vessel.

2.1.4. The SELLER to ensure that the vessel nominated and accepted comply with ISPS code/requirements. Failure on the part of the vessel to comply with the code's requirements and any delay caused by such failures shall be to vessel/ SELLER's account.

2.1.5. The Master of the vessel shall allow on board the vessel the representatives of the independent cargo inspection agency/marine surveyors appointed by the PURCHASER and provide such information/assistance as may be required by them in connection with the performance of their assigned duties.

2.1.6 The Master of the vessel shall provide free use of light on board the vessel as may be required for working the vessel at the port(s) of discharge at all times and in case free of expense to the PURCHASER.

2.1.7. The opening and the closing of the hatches of the vessel shall always be done by the vessel's crew and the cost involved therein and the time used therefore shall be to the account of the SELLER even if the vessel is on demurrage.

2.1.8. In the event of the Master of vessel exercising lien on the cargo (i.e. the MATERIALS) for non-payment of freight, extra freight, dead freight, demurrage and the damages for detention of the vessel at the Indian ports) of the discharge, the SELLER shall, on receipt of fax / email intimation from the PURCHASER, take immediate remedial measures and shall cause appropriate instructions being issued to the Master of the vessel to proceed with the discharge of cargo (i.e. the MATERIALS). Any time lost between the receipt of notice of lien by the PURCHASER from the Master of the vessel and the withdrawal of such notice shall be to the account of the SELLER.

2.1.9 The overtime of the crew shall be to the account of the SELLER unless ordered by the PURCHASER.

2.1.10. As regards damages, if any, caused to the vessel by the PURCHASER'S stevedores, the PURCHASER will be responsible only for the damages caused to the vessel during discharge. In principle, claims for such damages are to be settled directly between the ship-owners/SELLER and the stevedores. Such claims shall be lodged by the Master of the vessel on the Stevedores promptly after the damage has been sustained and then confirmed in writing duly supported by Third Party Damage Report prior to vessel's departure from the port of discharge, failing which the claim shall stand absolved and relieved of all responsibility. The Master of the vessel shall get a joint survey conducted with the stevedores to determine the damages sustained to the vessel. The joint survey must be concluded before the departure of the vessel from the port in which the damage took place. The owners must submit their final claim within 60 days of completion of discharge at the port in which the damage took place. Failure to submit final claim within 60 days will debar the claim and relive stevedores of all responsibility. In the absence of a joint survey, the claim shall stand barred and stevedores shall stand absolved and relieved of all responsibilities.

2.1.11. The time used for grab fixing, gangway placement and draft survey will be on SELLER account and time used not to count as laytime even if the vessel is already on demurrage.

2.1.12. Laytime shall not count during rain periods, as mentioned in SOF and on Non Weather Working Days (NWWDD), declared by the port authorities, even if discharge operation is continued for some part of time unless the vessel is already on demurrage.

3. Intimations to be sent by the SELLER to the PURCHASER on nomination of vessels for shipment and on completion of loading of vessels at Loadport:

3.1. SELLER shall so arrange for each shipment of MATERIALS hereunder to confirm with provisions in Clause 1 of this Agreement and shall nominate each vessel 30 days in advance to the PURCHASER by fax/mail including the following details of the vessel (s) viz. (i) Name of the vessel (ii) flag (iii) Year built (iv) Name and nationality of the shipowners (v) Class (vi) Type (vii) Length overall (viii) Beam Length (ix) Number of hatches/holds (x) Dimensions of hatch openings (xi) Number of cranes and their capacities (xii) Number of crabs and their sizes and liftings capacity per cycle (xiii) Quantity of the MATERIALS proposed to be loaded (xiv) Laydays and ETA of the vessel at the loading port (xv) Demurrage/ Despatch rate. The PURCHASER shall telex/cable to the SELLER within 72 (seventy two) working hours his acceptance or otherwise of the above nomination.

3.2. The SELLER shall consign the vessel (s) to PURCHASER/their Agent(s) at the Indian Port(s) of discharge at customary agency fees payable by the Vessel/Owners to such agent(s).

3.3. Immediately on completion of loading of the materials into the vessel, the SELLER shall give the following details by fax/email to the PURCHASER: (i) Name of the vessel (ii) B/L weight and value of the cargo (iii) Name of the port of shipment (iv) Date and the time of commencement and of completion of loading (v) Date and time of sailing of the vessel from the port of shipment (vi) ETA East Coast India.

4. Service of Notice of Readiness for discharge of cargo (i.e. the MATERIALS) by the Master of the Vessel (Master's N/R):

4.1. Upon arrival of the vessel within the port limits at each port of discharge and in free pratique and after being ready in all respects to discharge the cargo, the Master of the vessel shall serve on the concerned port office(s) of the PURCHASER (referred to in Para 2.1.1 hereinabove) the Notice of Readiness of the vessel to discharge cargo (MASTER'S N/R) in writing in Business hours between 0930 hours and 1630 hours on working days (Monday to Friday) and between 0930 to 1200 Hours on Saturday.

5. Laytime and excepted periods:

5.1. The laytime at discharge port shall commence 24 hours after Master's N/R is served as per clause 4.1 even if used.

5.2. If the turn time at discharge port expires on Saturday afternoons, Sundays, Holidays, the laytime shall commence at 8 A.M. on the next working day, unless used, if used actual time is to count.

5.3. The time taken by the vessel for proceeding from anchorage to the berth shall be treated as transit time and shall be to the account of the vessel, even if the vessel is on demurrage.

5.4. If, after berthing, the vessel is found by the Port Authorities/PURCHASER not ready in all respects to discharge, laytime will not commence until the vessel is in fact ready in all respects to discharge.

5.5. In the event of breakdown of gear/cranes/winches and other equipment of the vessel by reason of disablement or insufficient power etc. the period of such inefficiency shall not count as laytime, irrespective of vessel is on demurrage or not.

5.6. Time lost by reason of any or all of the following causes preventing discharge of the cargo shall not be computed as Laytime unless the vessel is already on demurrage:

5.6.1. War, Rebellion, Tumult, Political disturbances, Insurrection

- 5.6.2. Lockouts, Strikes, Riots, Civil Commotion
- 5.6.3. Epidemics, Quarantine, Landslips, Floods, Frost or Snow, boretides, bad weather
- 5.6.4. Stoppage of work, whether partial or general, by Workmen Longshoremen, Tugboat men or other hands essential to the working of the vessel or discharge of cargo from the vessel
- 5.6.5. Accidents at the wharf
- 5.6.6. Intervention of Sanitary, Customs and/or other constituted authorities
- 5.6.7. Stoppage, whether partial or total, on rivers and canals.
- 5.6.8. Any other cause beyond the control of the PURCHASER.

6. Guaranteed Discharge Rates:

- 6.1. The SELLER shall deliver the MATERIALS free in vessel's holds in one or two safe berths, one safe port(s), reachable on arrival always afloat at the nominated port(s) of discharge
- 6.2. The SELLER shall provide such Handymax vessels having maximum 5 hatches/holds served by minimum 4 cranes of preferably 30 MT capacity (minimum 25MT capacity) each fitted with grabs of preferably 12 CBM capacity (minimum 8 CBM capacity).
- 6.3. Subject to the provisions of Para 1.3, Para 5 and 6.2, hereinabove, the PURCHASER shall guarantee discharge rate of 11000 Metric Tonne, SHINC, basis five or more available workable hatches, WEATHER WORKING DAY(WWD) of 24 consecutive hours and prorata for part of WWD, SHINC TERM WILL BE APPLICABLE ONCE VESSEL COMMENCES DISCHARGING.

7. Statement of Facts:

- 7.1. Immediately after completion of discharge, and before the sailing of the vessel from the port of discharge, a Statement of Facts shall be made out at the port of discharge duly signed by and distributed amongst (a) Master of the vessel/agents of the vessel at the port of discharge; (b) Agents/Representative, if any, of the SELLER at the port of discharge and (c) Representative of the PURCHASER at the port of discharge.

8. Settlement of Demurrage/Despatch Money Account in respect of each shipment:

- 8.1. In the time sheet based on the aforesaid STATEMENT OF FACTS, the computation of Laytime allowed and Laytime used shall be based on the provisions contained in Para 6 and 7 hereinabove. Despatch, if any, shall be calculated on the basis of 'Working time saved'. The rate of Demurrage/Despatch Money shall be **as per Charter Party but not exceeding to USD10000 PDPR HALF DISPATCH** and the same shall be declared at the time of nomination of the vessel. In the case of demurrage, the PURCHASER shall endeavour to remit to the SELLER the agreed amount of Demurrage within about 60 (SIXTY) days from the date of receipt of the claim of the SELLER together with all supporting documents. In the case of Despatch Money, the SELLER shall endeavour to remit to the PURCHASER the agreed amount of Despatch Money within about 120(One twenty) days from the date of the claim of the PURCHASER together with the supporting documents. Such claim together with the supporting documents shall be submitted by either party within 45 days from the date of completion of discharge and should be settled on vessel to vessel basis.

FOR AND ON BEHALF OF THE SELLER

FOR AND ON BEHALF OF THE
PURCHASER

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