



**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- 24381285/ Fax No: 011-24364105

**GLOBAL TENDER NOTICE FOR PROCUREMENT OF `LOW ASH  
METALLURGICAL COKE`**

**Sealed tenders are invited for supply of 120,000 Metric Tons of 'Low Ash Metallurgical Coke' with a Shipping Tolerance of +/-10% as per the specifications indicated in Tender document.**

**Last date & time for receipt of Tenders: 22.01.2018 by 10.30 HRS (IST).**

The complete details of the Tender enquiry are available at MMTC's website [www.mmtclimited.com](http://www.mmtclimited.com) or <http://eprocure.gov.in/cppp/> or [HTTPS://MMTC.ABCPROCURE.COM](https://MMTC.ABCPROCURE.COM).

## PART – I OF TENDER DOCUMENTS

### Notice of Invitation to Tender for procurement of 'Low Ash Metallurgical Coke'

- 1.0 MMTC Limited, hereinafter referred to as PURCHASER, hereby invites Tenders for the supply of **Low Ash Metallurgical Coke** in conformity with the Technical Specifications given in PART-II of this Tender Document. **The purchases if made will be not for own consumption but for trading purpose.**
- 2.0 **QUANTITY: MMTC** intends to purchase a quantity of **120,000 MT (One Hundred Fifty Thousand Metric Tonnes) with a Shipping Tolerance of +/-10% of Low Ash Metallurgical Coke (LAM Coke)** in the **Parcel sizes (shipment) of 30,000 MT +/-10%** for imported supplies.
- 2.1 MMTC intends to procure the total quantity of **LAM Coke**, against this Tender, from **Two** sources (**in the ratio 2:1** in the order of ranking from the lowest technically and commercially acceptable Tenderers subject to **matching the lowest price on Landed Net of Input Tax Credit Price-LNIP**). In case Import offer is found to be 'L1", the Lowest LNIP will be arrived by MMTC after dispensation or otherwise of the L1 ordered freight rate for matching purpose for determining the second source of supply. However, MMTC reserves the right to place order on single / multiple sources.
- 2.2 Offered quantity less than Parcel Size (shipment) of 30,000 MT +/- 10%, shall not be considered for further evaluation by MMTC.
- 3.0 **DELIVERY: MMTC** intends to take the delivery of **120,000 MT on back to back terms of MMTC's buyer before March\_2018. However, MMTC reserves the right to postpone/cancel the deliveries beyond the contracted delivery period, without any additional financial implication to MMTC. Further, the tenderer shall undertake deliveries as per clause no. 2.0 of Part-VII of draft terms and conditions of order.**

#### **Note:**

- a) Tenderers are requested to note MMTC's delivery schedule and quote their best delivery considering all aspects, as applicable to the tender.
- b) MMTC reserves the right to reject offers not meeting MMTC's schedules / to consider offers with best delivery schedule(s).
- c) Further, failure to adhere to the delivery schedules committed in the tender shall attract contractual remedies as contained herein.

#### **4.0 TENDERERS ELIGIBLE TO QUOTE IN RESPONSE TO THIS INVITATION TO TENDER:**

- 4.1 The Tenders received from the following categories of Tenderers, will be considered by MMTC.

Established LAM Coke Producer(s) owning Cokeries and producing LAM Coke. (or)

LAM Coke Suppliers offering LAM Coke produced by a Cokery / Coke producer, duly backed by a Letter of Authority in original of the concerned Coke Producer / Cokery,

specifically authorizing the said LAM Coke supplier to make an offer in response to this Invitation to Tender.

5.0 **SPECIFICATIONS:**

5.1 MMTC desires to procure LAM Coke as per the Technical Specifications indicated in Column-3 of **PART-II** of the Global Tender. The Tenderer is required to indicate in Column-4 of PART-II of the Global Tender, their offered Guaranteed Maximum / Minimum specification against each of these parameters. This will be treated as the Bidder's Specifications. In case, Tenderers does not indicate any parameter value in Column-4, then it will be construed that the tenderer has accepted the desired specification values as their Guaranteed specification values.

5.2 **The bids outside the desired specifications but, within the Absolute Maximum / Minimum Limit as stipulated under Column-5 of Part-II of the** Tender Documents would be financially evaluated as per penalties indicated at **Clause 6.0 of PART-VII** in the Draft Terms and Conditions of Acceptance to Tender / Agreement. However, if any of the above properties of LAM Coke offered falls outside the Absolute Maximum / Minimum limits stipulated under Column-5, such offers shall not be considered by MMTC.

5.3 Specifications offered in a manner superior to those desired by MMTC will not receive any extra credit / weightage.

5.4 In the event of an Acceptance to Tender / Agreement materializing, the supplies should be as per the specifications Guaranteed by the Bidder in Column-4 and included in the Acceptance to Tender / Agreement.

5.5 MMTC shall have the right to terminate the Acceptance to Tender / Agreement, without any liability, whatsoever, in the event of supplies not meeting the stipulated specifications and / or not being found suitable by MMTC. The decision of MMTC, whether the supplies is suitable or not, even if it meets the stipulated specification, shall be final.

6.0 **EMD AMOUNT / BID MONEY / BID BOND:**

6.1 Offers, accompanied with Bid money either in US Dollars (or) EURO by means of either a Demand Draft or Banker cheque (both subject to realization) drawn on any Scheduled Commercial Bank in India and payable to MMTC Limited, New Delhi or a Bid Bond in the form of Bank Guarantee (BG) as per the proforma placed at **PART – III** of the Tender Documents is established in favour of MMTC for an amount as per the details given below will be considered.

Quantity Offered (MT)	EMD AMOUNT	
	USD	EURO
Upto 30,000 (one shipment of 30,000MT)	58,600	51,740
30,001 – 60,000 (two shipments of 30,000MT)	117,190	103,480
60,001 and above (More than two shipments)	156,250	137,970

No change in the prescribed proforma of the Bank Guarantee for Bid Bond is acceptable. Further, the Tenderer is required to submit the duly filled in Check list for Bank Guarantees along with the Tender. The check list format is enclosed at **PART - III A**. The Bid Bond shall be established by any Nationalized / Scheduled Commercial

Bank through their branch / associate bank in New Delhi and payable at New Delhi and claim payable at New Delhi whose address is also to be specified in the Bank Guarantee. Bonds, DD and Banker Cheques issued by Co-operative banks are not

accepted. **The Bid Bond should be valid for 150 (One hundred and Fifty) days from the last date fixed for receipt of Tenders.** The BG should be signed on all pages by the concerned officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing Bank, directly to GM (Steel), MMTC Limited. In exceptional cases, where the BGs are received through the Tenderers, the issuing Bank Branch should be requested to immediately sent by Regd. Post A/D an unstamped duplicate copy of the guarantee directly to MMTC Limited, New Delhi with a covering letter to compare with the original BGs.

- 6.2 This Bid Money will not earn any interest.
- 6.3 The Tenderers may please note that the Bid Bond / Bid Money should be submitted either before opening or along with the **PART-A: Techno-commercial Bid.** Tenderers may please note that the offers received without requisite Bid Bond / Bid Money shall not be considered further by MMTC. MTPL, Singapore, 100% subsidiary of MMTC will be exempt from submission of Bid Bond.
- 6.4 In case the offer submitted is withdrawn or modified by the Tenderer in a manner not acceptable to the Purchaser, before the expiry of validity or if Performance Guarantee Bond is not submitted within the time allowed as per terms and conditions, the Bid Bond/Bid Money shall be forfeited by MMTC without any further reference to the Tenderer.
- 6.5 Return of EMD (Bid Money / Bid Bond):** EMD ( Bid Money / Bid Bond) of unsuccessful Bidder(s) will be returned within 15 days of Award of Contract to the Successful Bidder / intimation of rejection of the Techno-Commercial Offer. EMD of the bidder(s) on whom Contract was awarded, shall be returned after submission of Performance Guarantee Bond (PBG) and receipt of confirmation from bank on issuance of said PBG.

## **7.0 QUOTING OF QUANTITY:**

### **In case of Imported supplies**

Tenderer should quote quantity in multiples of shipments of parcel size of 30,000MT +/-10%.

## 8.0 QUOTING OF PRICES :

### For Imported Supplies:

- 8.1 In case of Imported Supplies from foreign tenderers, the price offered should be quoted either in US Dollars (or) in EURO on per Metric Tonne (of one thousand kilograms each).
- 8.1.1 The price of the MATERIAL offered should be quoted on the basis of FOB(Trimmed). **The freight shall also be quoted along with the FOB price.** Tenderers must therefore quote both FOB(T) and CFR(FO) prices, as per instructions contained herein.
- 8.1.2 The FOB (Trimmed) price shall be quoted and the said price shall be considered as “Price per MT FOB (Trimmed) with Port of loading as per techno commercial offer” and the “freight rate for GPL” shall also be mentioned. The CFR(FO), GPL price will be arrived by summing up above quoted FOB and Freight rate.
- 8.1.3 The Freight offer for `Visakhapatnam port (VPT)` shall be submitted in separate physical sealed bid as per the format given at **Part-X** of tender document, and submitted along with Techno – Commercial bid (Part-A). The said freight offer for `VPT` of only L1 tenderer will be opened. **In case Freight offer for `VPT` is not submitted, the freight rate quoted for GPL shall be considered for VPT as well.**
- 9.0 Tenders will be accepted upto **10.30 Hours (IST) on 22.01.2018**. Techno-Commercial part of the Tender (**PART-A**) will be opened immediately thereafter in the presence of the Tenderers (or) their authorized representatives, who may choose to be present.
- 10.0 Tenders submitted against the NIT / Tender shall not be returned in case the tender opening date is extended / Postponed. Tenderers desirous to modify their offer / terms may submit their revised / supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The Purchaser reserves the right to open the original offer along with revised offer(s).
- 11.0 In case where MMTC decides to procure the material from one or more than one source, (Only one offer shall be submitted by Companies using same equipment / facilities/address), and if it comes to the notice of MMTC at any stage during the finalization of the tender or after placement of order/execution of the contract that offers have been made by Companies using same equipment/facilities/address, then such offers/orders shall be rejected/cancelled forthwith and business dealings with such Firms/Contractors shall be banned for a period of 2 years. Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of MMTC in this regard shall be final and binding.
- 12.0 Notwithstanding anything specified in these Tender Documents, PURCHASER, in his sole discretion, unconditionally and without having to assign any reason, reserves to himself, the rights
- to accept or reject the lowest Tender (or) any other Tender (or) all the Tenders.
  - to accept any Tender in full (or) in part.
  - to reject the offers not confirming to the Tender terms.
  - to extend purchase preference as stipulated in Part-XI of tender document and subject to submission of documents as stipulated therein.

**PART – II OF TENDER DOCUMENTS**

**(GLOBAL TENDER NOTICE No. MMTC/STEEL/COKE/GT-002 dated 18/01/2018)**

**TECHNICAL SPECIFICATIONS OF 'LOW ASH METALLURGICAL COKE'**

<b>Sl. No.</b>	<b>Technical particulars</b>	<b>Specifications Desired by MMTC</b>	<b>Specifications guaranteed by the tenderer</b>	<b>Absolute Max. / Min. Limits</b>
(1)	(2)	(3)	(4)	(5)
1.	MOISTURE	5.0 % MAX		10.0 % MAX
2.	ASH	12.5% MAX.		13.5% MAX.
3.	VOLATILE MATTER	1.0% MAX		1.5% MAX
4.	a) SULPHUR	0.55% MAX		0.60% MAX
	b) PHOSPHORUS	0.03% MAX		0.035% MAX
5	a) M10	7.0% MAX		8.0% MAX
	b) M40	82.0% MIN		80.0% MIN
6	a) CSR	65.0% MIN		62.0% MIN
	b) CRI	22.0% MIN – 24% MAX.		22.0% MIN – 26% MAX.
7	a) MEAN SIZE	50 - 55 MM		50 - 55 MM
	b) + 90 MM	5.0% MAX		8.0% MAX
	c) - 30 MM	5.0% MAX		8.0% MAX

**Note :** No bonus / increment will however be applicable for improvement in specification observed over the values offered and guaranteed by the SELLER.



EURO .....). This Bank further agrees that the decision of MMTC as to whether the said Tenderer has committed a breach of any of the conditions referred to in the preceding paragraphs, shall be final and binding.

THIS BANK FURTHER undertakes that this Guarantee shall remain irrevocably valid and in force upto (150 days from the due date of opening the Tenders) and also undertakes that this Guarantee can be invoked at the counters of our branch at New Delhi (IFSC Code :.....) which shall cater to the claim lodged on us and shall be acceptable.

For and on behalf of

-----  
(Name of the Bank)

Signature  
Name  
( )

DULY CONSTITUTED  
ATTORNEY AND  
AUTHORISED  
SIGNATORY

Designation :  
Name and Address :  
of the Bank  
Issuing Bank IFSC Code :



## CHECK LIST FOR BANK GUARANTEES

**Name of the party submitting BG:**

**Party Code:**

**Tender No:**

**Name of the Bank issuing BG:**

**Branch issuing the BG:**

**BG No.:**

**BG Date:**

**BG Value:**

1	Is the BG as per the approved format of MMTC ?	Yes / No
2	Is the BG issued by the specified category of Banks (Scheduled commercial bank / Nationalized bank etc. as specified in the contract) ?	Yes / No
3	Is the BG executed on stamp paper of adequate value under the relevant state rules ?	Yes / No
4	Is the stamp paper obtained in the name of the bank issuing the BG ?	Yes / No
5	Is the date of sale of stamp paper prior to the date of the BG ?	Yes / No
6	Does the BG refer to the concerned agreement / Tender with reference to which the BG is issued ?	Yes / No
7	Does the BG bear the number, date and seal of the issuing Bank ?	Yes / No
8	Is the BG signed on all pages ?	Yes / No
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signatures of respective officer/officers ?	Yes / No
10	Whether the BG validity period is as per the concerned contractual requirement ?	Yes / No
11	Whether the BG format contains a foot note regarding the details of the controlling office / higher authority from which confirmation regarding issuance of BG may also be obtained as given below:  "Issuance of this bank guarantee may also be got confirmed from our controlling branch / office / Higher Authority (Name & Address)"	Yes / No
12	BG contains the clause for 'Enforceability of the same at Visakhapatnam*' and the address for the same is also specified in the BG.	Yes / No
13	Enclosed is the Original confirmation letter from the BG enforcing and paying Bank/Branch at Visakhapatnam in the case BG is issued from a Bank outside Visakhapatnam.	Yes / No

**Note: The BGs can be accepted only when reply to all the above are 'Yes'**

**Signature of the Tenderer**

**Date: .....**

## PART – IV OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE No. MMTC/STEEL/COKE/GT-002 dated 18/01/2018)

### INSTRUCTIONS TO TENDERERS

#### 1.0 CREDENTIALS AND SUPPORTING DOCUMENTS :

1.1 **ESTABLISHMENT OF CREDENTIALS OF UN-ENLISTED VENDORS:** If a Tenderer who responds to this Tender is not presently enlisted with MMTC, he is requested to furnish copies of the following Documents separately in a sealed envelope super scribing “**CREDENTIALS**” and the **ITT REFERENCE OR ADVERTISED TENDER REFERENCE** as the case maybe along with the Tender:

**(Note: Tenderers whose offers were considered by MMTC in this Global Tender for supply of LAM Coke (i.e. whose Credentials were found satisfactory), are exempted from submission of these Credential documents.)**

#### For Overseas Tenderers:

- a) Notarised copy of Registration certificate from Chamber of Commerce / their respective designated Govt. Agency in English Version.
- b) Self Attested copies of Audited Financial Statements for the last three years of the Bidder **(or)** Cokery Owner (or) Manufacturer.
- c) Self Attested copy of Other Credentials like ISO Certificates etc from the Bidder **(or)** Cokery Owner **(or)** Manufacturer (not Compulsory).
- d) Self Attested copies of Purchase Orders / Contracts / Bill of Ladings / Notarised Copies of Accepted Inspection Certificates / Notarised Copies of Acceptance Note / Self Attested copies of Commercial Invoice / Payment Receipt against the supplies made etc., for the same or similar items in respect of other major customers as a proof for successful execution of Purchase Orders / Contracts.

Kindly note that the above information is required to assess the credibility of the vendor not presently enlisted with MMTC. The Tender of un-enlisted vendor shall be rejected in case, MMTC finds that the credibility of the un-enlisted Vendors is not satisfactory on the basis of the Documents furnished / to be furnished . The Vendor shall produce originals of the above Documents for verification, if MMTC so desires. MMTC’s decision in this regard is final.

#### 1.2 INFORMATION / DATA / DOCUMENTS TO BE FURNISHED BY TENDERERS IN THE TECHNO-COMMERCIAL BID (PART-A).

1.2.1 Tenderers who may be ‘Low Ash Metallurgical Coke’ Producers owning LAM Coke Cokeries **(or)** LAM Coke Suppliers offering LAM Coke produced by LAM Coke producers shall furnish information covering the following aspects:

- a) Statement mentioning the nature of ownership. Relevant documents, in support of the above statement.
- b) Country of origin of ‘Low Ash Metallurgical Coke’.
- c) Production capacity of LAM Coke Cokery and average annual production for the last three years.
- d) Distance of the LAM Coke Cokery to the nearest port of shipment and mode of transport to the port of shipment.
- e) Brand names (if any) of the LAM Coke offered.
- f) Contact person & Designation
- g) Email id
- h) Phone and fax numbers
- i) Whether concessional customs duty is applicable for the Material offered from the above Country of origin, if so the details of concession applicable with supporting documents to be submitted.

- 1.2.2 Tenderers who are the Producers / Cokery owner of LAM Coke shall furnish in **original** the Letter of Assurance as per proforma at **PART – VIII (A)** of the Tender Documents. Tenderers who may be 'Low Ash Metallurgical Coke' Suppliers shall furnish in original the Letter of Authority from the LAM Coke Producers / Cokery Owners as per proforma at **PART – VIII (B)** of the Tender Documents, specifically authorizing the said 'Low Ash Metallurgical Coke' Supplier to make an offer in response to this Invitation to Tender. The Letter of Assurance / Letter of Authority containing specific reference to the Tender number and date must be furnished along with the Techno-Commercial Bid (Part-A).
- 1.2.3 Tenderer is required to submit a certificate from a reputed international Test House indicating the specific values of each of the parameters as mentioned in **PART-II** of these Tender Document individually (but not as range of values).
- 1.2.4 Submission of Bid Bond / Bid Money as per **PART-III** of the Tender Document.
- 1.2.5 Submission of letter as a token of acceptance of terms and conditions mentioned in the Tender, as per the proforma at **PART-V** of the Tender Document.
- 1.2.6 The Tenderer shall submit the details of sales made by them in the last two years along with the copy of Documents supporting the claim. The details shall include:
1. Number & Date of purchase order / Long Term Agreement
  2. Customer's name and address
  3. Grade of material and specification
  4. Quantity of sale
  5. Delivery required as per purchase order/Long term Agreement
  6. Actual delivery made
  7. Price
- 1.2.7 In case of Import supplies, acceptance of parcel size of 30,000 MT +/-10% shipping tolerance as per Clause 7.2 of **PART-IV**.
- 1.2.8 Acceptance of the Technical Specification given in **PART-II** of the Tender Document.
- 1.2.9 Acceptance of the rebate / diminution structure under **Clause 6.0 of PART-VII** of the Tender Document .
- 1.2.10 Acceptance to purchaser exercising option for FOB (or) CFR shipment. as per clause 2.1 to 2.1.2 of Part-VII of Tender Document.
- 1.2.11 Acceptance to submit Performance Guarantee (PG) Bond as per **Clause 11.0 of PART-VII** of the Tender Document.
- 1.2.12 The Tenderers should indicate the tonnage that can be delivered per month. (in the Techno-Commercial bid :**PART-A**).
- 1.2.13 The Tenderers are requested to fill up the check list enclosed at **PART-VI** of Tender Document and submit along with the Techno-Commercial part of the Bid : **PART-A**.
- 1.2.14 Details of Independent Inspection Agency at Loadport / (for Weighment, Sampling and Analysis of Material. The details should indicate Name, Address, Contact person, Phone & Fax numbers, details of experience on the above jobs carried out by the agency.
- 1.2.15 Submission of Declaration regarding Income Tax towards foreign payments as per **ANNEXURE-IV** to Draft Terms and Conditions of Acceptance to Tender (**PART-VII**).
- 1.2.17 In case of Imported Supplies, the Tenderers shall mention the currency of quoted prices.

- 2.0 **FIRM PRICE:** Prices quoted by the Tenderer shall be **firm and fixed for the entire period of Tenderer's performance of the Acceptance to Tender / Agreement** and shall not be subject to any variation on any account.
- 3.0 **CURRENCY AND UNIT OF WEIGHT:** The price of MATERIAL offered should be quoted in US Dollars / EURO on per Metric Ton basis.
- 4.0 **LANGUAGE OF BID:** The offer and complete correspondence must be effected only in English language. The Bid prepared by the Tenderer and all correspondence and Documents relating to the bid exchanged by the Tenderer and the Purchaser, shall be written only in the English language. Any printed literature furnished by the Tenderer may be written only in the English language, provided that any printed literature furnished by the Tenderer may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 5.0 **TAXES AND DUTIES:**
- 5.1 **In case of Imported Supplies**, the successful Tenderer shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside India. **Tenderers may please note that the Tax structure prevalent after implementation of GST will be considered for evaluation.**
- 5.1.1 As per the Income Tax rules in India, MMTC shall report the details of any payment including any interest or salary of any other sum chargeable to tax, being made to a non-resident, not being a Company or to a Foreign Company. Hence, the Foreign Tenderers shall submit declaration as per the format at **ANNEXURE – IV** to Draft Terms and Conditions of Acceptance to Tender / Agreement (**PART-VII**) along with Techno-Commercial Bid.
- 6.0 **EVALUATION OF THE OFFERS:**
- 6.1 The Technically and Commercially Acceptable offers will be evaluated on **Landed Net of Input Tax Credit Price (LNIP) basis. Illustration for Calculation of Landed Net of Input Tax Credit (LNIP) is detailed at Clause: 6.7 below.**
- 6.2 In case, any of the Tenderers specify multiple price options for different ports etc, at the option of the tenderer, although no such requirement is specified in the Tender Document, MMTC shall consider the highest priced LNIP option for the purpose of inter-se comparison and ranking among the Tenders (unless specifically mentioned in the Tender Document).
- 6.3 **MMTC, after opening the Techno-Commercial bids / bid Document, may seek in writing Documents / clarifications (except in case of EMD amount / Bid Money / Bid Bond) which are necessary for evaluation of the Tender / bid Document from the Tenderers / bidders or issuing authority for confirmation of eligibility / pre-qualifications stipulated in the Global Tender.**
- 6.4 There shall be no indication of Price in the Techno-Commercial bid, If prices are indicated there, such offers are liable to be rejected.
- 6.5 **For Imported Supplies, the freight offer for GANGAVARAM port on Landed Net of Input Tax Credit Price (LNIP) basis will be considered for evaluation purposes.**
- 6.6 The offers outside the desired limits but within the absolute limits would be financially evaluated as per Rebate / Diminution **Clause 6.0 of PART-VII** of Tender documents.

## 6.7 Sample Calculation of Landed Net of Input Tax Credit Price (LNIP) for Imported Offers:

S.No.	Details		
1	Quoted FOB Price – US\$/MT		<b>200.00</b>
2	Freight : Gangavaram Port - US\$/MT		<b>10.00</b>
3	CFR Price - US\$/MT (S.No. 1 + 2)		210.00
4	CFR Price - Rs./MT (S. No. 3 * Exchange Rate)		13,860.00
5	Insurance - @ Rs14 per Lakh		1.94
6	GST on Sl. No.5	18.00%	0.05
7	CIF Price - Rs./MT (S. No. 4+5+6 )		13,861.99
<b>A</b>	<b>DUTY STRUCTURE</b>		
8	Basic Customs Duty @ 2.5% (S.No. 7 * 2.5 %)	2.50%	0.00
9	Education Cess @ 3% (S.No. 8 *3%)	3.00%	0.00
10	Anti Dumping Duty @ USD 25.20 PMT if China is the Country of Origin	25.20	
11	Anti Dumping Duty in Rs.		1,663.20
12	IGST @ 5% of (7+8+9+11)	5.00%	0.00
13	<b>Total Duty Payable</b> (S.No.8+9 + 11+12)		1,663.20
	<b>HANDLING CHARGES</b>		
14	HANDLING CHARGES (GPL)		222.21
15	GST on Sl. No.14	18.00%	40.00
16	<b>Inland Rly. Freight</b>		296.99
17	GST on Sl. No.17	5.00%	14.85
18	<b>Total Handling Charges Rs./MT</b>		574.05
19	L/C charges (Rs 5,618 for 1 Crore of CFR Value )		7.79
20	GST @ 5% on Ocean freight (Sl. No. 2 in Rs.)	5.00%	33.00
21	<b>Landed Price - Rs./MT (S.No. 7+ 13 + 18+19+20)</b>		16,140.02
22	Loading towards deviation of Technical Specification beyond Guar. Limit upto Abs. limit		0.00
23	Loading towards payment terms @ 19% per annum for (60 + Voyage time from Offered Loadport) days (S.No.21*0.19* 75/365)		630.12
24	<b>Final Landed Price - Rs. /MT (S. No.21+22+23)</b>		<b>16,770.15</b>
25	<b>Landed Net of Input Tax Credit (LNIP) Price Rs./ MT (S. No. 24-6-12-15-17-21)</b>		<b>16,682.25</b>
26	<b>Landed Net of Input Tax Credit (LNIP) USD/ MT (S. No. 25)/ Exchange Rate</b>		<b>252.76</b>
	<b>Exchange rate as available in SRM at the time of Rev. E. Auction : 1 US \$ = Rs.</b>		<b>66.000</b>

**Note:** Exchange rate as available in the auction screen at the time of Reverse e-auction shall be considered for evaluation of the offers of both Reverse e-auction and Sealed Price Bids for making the composite comparative statement.

In case MMTC opts for only Sealed Price Bids, Exchange rate of State Bank of India (SBI) Bill Selling rate as on the date of opening of Sealed Price Bids shall be considered for evaluation.

### 7.0 INDICATION OF BASIC SHIPPING TERMS AND CONDITIONS, FOR IMPORTS:

7.1 The detailed shipping terms are enclosed as the relevant Annexures to the Draft Acceptance to Tender / Agreement (Part - VII) to this Tender Document.

7.2 Parcel Size (shipment) shall be 30,000 MT +/- 10% shipping tolerance.

7.3 Tenderers should indicate the following details of the Loadport along with Techno-Commercial Bid (**PART-A**):

- a) Name and location of Port of loading;
- b) Restrictions, if any, at the loadport (viz., vessel dimension, type, size of the vessel etc.);
- c) Low Ash Metallurgical Coke loading facilities at the loadport (viz., whether Automatic / Manual ship loaders, shore grabs etc.);
- d) Clearance dimensions of the MATERIAL loading gantries;
- e) Sailing draught at the load port; and
- f) Stowage factor.

8.0 **LOADING ON ACCOUNT OF DEVIATION:** In case an offer with deviations is considered further, it shall be loaded suitably for the purpose of comparison with other offers. The loading shall be done based on the additional financial implication to which MMTC may possibly be exposed on account of such deviation. The decision of MMTC in this regard shall be final.

9.0 **VALIDITY OF OFFER :** Each Tenderer shall keep his offer firm and valid for acceptance by MMTC for a period of **120 (One Hundred Twenty)** days from the actual date of Tender opening.

**10.0 CONCLUSION OF ACCEPTANCE TO TENDER / AGREEMENT:**

10.1 When the offer of a Tenderer is accepted, PURCHASER will issue Acceptance to Tender to the successful Tenderer.

10.2 The terms and conditions of the Acceptance to Tender / Agreement shall be in accordance with the draft of the Acceptance to Tender / Agreement for supply of the MATERIAL as incorporated in **PART- VII** of these Tender Documents

**11.0 STATEMENT OF DEVIATIONS:**

11.1 Each Tenderer shall submit along with his offer confirmation of his acceptance to all the terms and conditions of the Tender Documents. A letter as per Proforma at **PART-V** of Tender Documents, duly signed by the Tenderer should be submitted along with the offer as a token of acceptance of MMTC's terms and conditions in Techno-Commercial Bid - Part:A.

11.2 If any Tenderer is unable to accept any particular term(s) as incorporated in the Tender Document and proposes any deviation there-from, the Tenderer shall clearly spell out the deviations in the Statement of Deviations to be enclosed with the letter at **PART - V** of the Tender Documents. However, the Tender shall be liable for rejection / consideration with loading on account of deviations at the sole discretion of MMTC.

11.3 No revision in the terms and conditions of the offer will be entertained after the Tender opening unless it has been furnished in response to a specific request from MMTC.

11.4 In case the deviation statement is left blank and / or any Bid is silent on any clauses mentioned in this tender document, MMTC shall construe that the tenderer had accepted the clauses as per this Tender document.

**12.0 OTHER GENERAL POINTS RELATING TO THE PREPARATION /SUBMISSION / DESPATCH OF THE OFFER:**

12.1 Offers should be submitted in two parts as follows:

	<b>Form of submission</b>	<b>Due date &amp; time</b>
<b>Part A: Techno-Commercial Bid (in Two copies and Separate envelope) along with EMD / Bid Bond (in Separate envelope) in original and Freight offer for 'VPT' as per Part-XII (in Separate envelope)</b>	<b>In Physical Sealed form, as per the instructions given in this Tender document</b>	<b>10:30 AM on 22.01.2018</b>
<b>Part B: Price Bid</b>	<b>To be submitted online/Physically</b>	<b>10:30 AM on 22.01.2018</b>



**Note: In case of non-submission of any one of the two parts mentioned above, Offer shall be considered as incomplete and shall not be considered for evaluation.**

**PART- A** should contain all details (in **Two copies**) on Technical specification, Credential Documents (**one Copy**) other information / data and Documents required to be furnished with the Tender.

- 12.2 Each part of the Techno Commercial offer together with its enclosures should be placed in envelopes which should bear, in Block capital letters, superscription "Tender for supply of **Low Ash Metallurgical Coke** against Tender MMTC/STEEL/COKE/GT-002 dated 18/01/2018 and should also bear superscription:

**PART - A:** TECHNO-COMMERCIAL BID should be sealed separately.

**Freight offer for `VPT`** should be sealed separately

- 12.3 The envelopes **PART- A** and **Freight offer for `VPT`** referred to in **Clause 12.2 above** should be placed in another envelope which should be addressed to General Manager (Steel), MMTC Limited, Core-I, 7, Institutional Area, Lodhi Road, New Delhi-110003, India, and should bear, in Block Capital Letters, the superscription "OFFER IN RESPONSE TO TENDER MMTC/STEEL/COKE/GT-002 dated 18/01/2018. This envelope also should be sealed. The name and address of the Tenderer should be mentioned on this envelope as well as on the envelopes containing **PART - A** and **Freight offer for `VPT`**.

- 12.4 **The offers received by MMTC, which deviate from the vital conditions of the Tender, as specified below, will not be considered:**

- a) **Incomplete offers, not appending signature on the offer and the prescribed formats.**
- b) **Receipt of offers after the due date and time and / or by Fax / E-mail.**
- c) **Variable price being quoted against requirement of firm price.**
- d) **Offers not accompanying the requisite EMD / Bid Bond / Bid Money in line with the Tender conditions unless exempted for any reasons specified herein.**
- e) **Offers not confirming to submit Performance Guarantee Bond in line with the requirement of this Tender Document.**
- f) **In case of Import Offers, offered quantity less than Parcel Size (shipment) of 30,000 MT  $\pm$  10%.**
- g) **Specifications falling outside the Absolute Maximum / Minimum Limits stipulated in the Tender.**
- h) **Offers not offering CFR price.**
- i) **Offers not confirming the Integrity Pact exactly in line with the format enclosed.**

- 12.5 Any revised bids received after the Tender (Techno-Commercial bid) opening shall be rejected unless it has been furnished in response to a specific request from MMTC.

### **13.0 COMPLETENESS OF THE TENDER:**

- 13.1 Each Tenderer should ensure that the aforesaid conditions for submission of offers are duly complied with. Failure to furnish correct and detailed information as called for, will render the concerned Tender liable for rejection.
- 13.2 MMTC shall at it's discretion give equal opportunity to all the Tenderers for clarification / rectification of any deficiencies in the Tender and seek clarifications / confirmations / Documents / withdrawal of deviations from the Terms and Conditions of the Tender. In case of failure to rectify the deficiencies within the time given, the Tender would be

rejected / loaded as mentioned at **Clauses 6.0, 7.0 & 8.0 above**. In case of rejection, Price bid of the Tender would not be opened and EMD amount / Bid Money / Bid Bond would be refunded. MMTC shall not give time as above for submission of Bid Money / Bid Bond.

15.0 **INTEGRITY PACT:** Tenderer is required to unconditionally accept the “Integrity Pact” enclosed to the Tender Document at **PART - IX** to the Tender Document and shall submit the same duly signed along with his offer. Offer of the Tenderer received without Integrity Pact duly signed, shall not be considered.

16.0 **Amendment to Tender Terms and conditions :**

16.1 At any time prior to the deadline for submission of the bids, the PURCHASER may, for any reason, modify the Tender terms and conditions by way of an amendment.

16.2 Such amendments will be notified on MMTC’s website. The intending Tenderers are, therefore, advised to visit MMTC’s website at regular intervals.

\*\*\*\*\*



**PART - V OF TENDER DOCUMENTS**

**(GLOBAL TENDER NOTICE No. MMTC/STEEL/COKE/GT-002 dated 18/01/2018)**

**LETTER OF ACCEPTANCE OF THE TERMS AND CONDITIONS  
MENTIONED IN THE TENDER**

To

General Manager (Steel),  
MMTC Limited,  
New Delhi-110003

Dear Sir,

Sub: MMTC/STEEL/COKE/GT-002 dated 18/01/2018

With reference to your Tender Notice MMTC/STEEL/COKE/GT-002 dated 18/01/2018 for supply of **Low Ash Metallurgical Coke**, we hereby give our confirmation and acceptance of the terms and conditions mentioned in the above captioned Tender.

\*\* There are no other deviations to the above captioned Tender / Statement of deviations is enclosed to this letter.

Thanking you,

Yours faithfully,

(Signature and Seal of Tenderer)

Note: If there are any deviations / deletions from the terms and conditions mentioned in the Tender Document, a separate statement duly signed should be sent along with offer (**PART `A'** - Techno-Commercial bid).

\*\* Strike off whichever is not applicable.

**Enclosure to the letter confirming acceptance of Draft Terms and Conditions of Order**

**STATEMENT OF DEVIATIONS**

<b>Sl. No.</b>	<b>Condition</b>	<b>As per Clause No.</b>	<b>Acceptance / Deviation</b>
1	Delivery Period	2.0 of Draft Acceptance to Tender / Agreement	
2	Parcel size		
3	FOB / CFR Option for shipment	2.1 to 2.1.3 of Draft Acceptance to Tender / Agreement	
4	Rebate / diminutions in price for quality variations	6.0 of Draft Acceptance to Tender / Agreement	
5	Payment Terms	9.0 of Draft Acceptance to Tender / Agreement	
6	Submission of Performance Guarantee Bond	11.0 of Draft Acceptance to Tender / Agreement	
7	Load rate	8.1 Annexure-II A to Draft Acceptance to Tender / Agreement	
8	Demurrage / Dispatch for FOB	16.0 Annexure-II A to Draft Acceptance to Tender / Agreement	
9	Discharge rate	7.0 Annexure-II B to Draft Acceptance to Tender / Agreement	
10	Demurrage / Dispatch for CFR	9.0 Annexure-II B to Draft Acceptance to Tender / Agreement	
11	Integrity Pact	PART -IX	
12	Firm Prices quoted for the entire period of performance of the Order	3.3 of Draft Acceptance to Tender / Agreement	
13	Any other (to be specified by the Tenderer for other deviations)		

.....  
Signature and seal of the Tenderer

**PART -VI OF TENDER DOCUMENTS**  
**(GLOBAL TENDER NOTICE No. MMTC/STEEL/COKE/GT-002 dated 18/01/2018 )**

**CHECK LIST TO BE FILLED UP AND SENT ALONG WITH TECHNO-  
COMMERCIAL BID (PART-A) OF THE OFFER**

1. Name of the Tenderer :
2. Address :
3. Quantity offered (Import Supplies- in multiples of shipments) :
4. Name of Cokery Owner / Address :
5. Authorisation letter from Cokery Owner :
6. Origin :
7. Nature of Production :
8. Letter of Acceptance of terms & conditions of ITT :
9. Acceptance of Parcel size :
10. Acceptance of Tech. Specification :
- 11 .Acceptance of Rebate / Diminution of structure :
12. Acceptance to Purchaser exercising the option for  
FOB or CFR shipment on nomination / dispensation :
13. Submission of Test certificate from reputed  
International Test House :
14. Firmness of the price till completion of the supplies :
15. Delivery schedule for the offered quantity  
(i.e., upto Two shipments in a month in case of  
'Imported supplies')  
\_\_\_\_\_ :
16. Acceptance of Payment Terms :
17. Acceptance to submit Bid Bond :
18. Acceptance to submit Performance Guarantee Bond :
19. Acceptance and Submission of signed Integrity pact :

Name & Signature of the Tenderer)

20. Details of Load Port (Import supplies) /
21. Validity of offer :
22. Submission of Credentials :

**For Overseas Tenderers:**

- a. Notarised copy of Registration certificate from Chamber of Commerce / their  
respective designated Govt. Agency in English version..
- b. Self Attested copies of Audited Financial Statements for the last three years of the  
Bidder **(or)** Cokery Owner (or) Manufacturer .

- c. Self Attested copy of Other Credentials like ISO Certificates etc from the Bidder **(or)** Cokery Owner (or) Manufacturer (not Compulsory)
- d. Self Attested copies of Purchase Orders / Contracts / Bill of Ladings / Notarised Copies of Accepted Inspection Certificates / Notarised Copies of Acceptance Note / Self Attested copies of Commercial Invoice / Payment Receipt against the supplies made etc., for the same or similar items in respect of other major customers as a proof for successful execution of Purchase Orders / Contracts.

**PART -VII OF TENDER DOCUMENTS**

**(TENDER NOTICE)**

**DRAFT OF ACCEPTANCE TO TENDER / AGREEMENT FOR THE SUPPLY OF  
LOW ASH METALLURGICAL COKE'**

Pur. ....

Dt. ....

M/s.

Dear Sir,

Sub: Acceptance to Tender No...../....., Dt.

Ref:1)Tender MMTC/STEEL/COKE/GT-002 dated  
18/01/2018 2) Your offer No.

\*\*\*\*

MMTC, herein after referred to as the **PURCHASER**, is pleased to place this Acceptance to Tender / Agreement on you for supply of **Low Ash Metallurgical Coke** , herein after referred to as **MATERIAL**, as per the following terms and conditions.

**1.0 MATERIAL:**

- 1.1 The SELLER shall sell and the PURCHASER shall buy a total quantity of \_\_\_\_\_ MT (In words \_\_\_\_\_) (...shipments of parcel size 30,000MT +/- 10%, in case of imported supplies) metric tons (of one thousand kilograms each), hereinafter referred to as the MATERIALS, in conformity with the Technical Specification incorporated in **ANNEXURE-I** to this Acceptance to Tender / Agreement and which shall constitute an integral part of this Acceptance to Tender / Agreement, for use in its integrated Iron and Steel works for production of Hot Metal. The quality of the **Low Ash Metallurgical Coke** to be supplied under this Acceptance to Tender / Agreement shall under no circumstances be inferior to the Technical Specification as contained in **ANNEXURE-I** to this Acceptance to Tender / Agreement . Material should be supplied from the same Cokery which is mentioned in the Offer and in the Authorisation Letter / Assurance Letter submitted in the tender.

**2.0 DELIVERY : MMTC intends to take the delivery of 120,000MT before March 2018. However, the tenderer shall undertake deliveries as below.**

**In case of Imported Supplies**, upto Two shipments of 30,000 MT +/- 10% parcel size shall be made every month as per Purchaser's requirement. **However, MMTC reserves the right to postpone the deliveries upto a period of 2 months beyond the contracted delivery period, without any additional financial implication to the Purchaser.**

**our production requirements and storage capacity, without any additional financial implication to the Purchaser upto a period of 2 months beyond the contracted delivery period**

**2.1 For Import Supplies :** Immediately after issuance of the LOI (or) A/T, the Seller shall submit the PBG within 10 days of the issue of the LOI / A/T, whichever is earlier and on receipt of confirmation from BG issuing bank, the Purchaser shall intimate the Laycan for the first shipment in such a manner that the start date of the Laycan shall be minimum 3/4 weeks from the date of such intimation and Seller shall confirm the Laycan within two working days.

The advance notice for each Laycan thereafter shall be minimum 3 weeks / maximum 4 weeks from the start date of the Laycan, as per Purchaser's requirement and the Seller shall confirm the Laycan within two working days.

The Seller may propose an alternate laycan for Purchaser's consideration, but the start date of such alternate laycan shall not be prior to 3 weeks nor later than 4 weeks from the date of the Purchaser's notice for laycan confirmation

**2.1.1** MMTC shall place Acceptance to Tender / Letter of Intent (LOI) for delivery of shipments normally on FOB basis. At its sole discretion MMTC shall take delivery of the shipment either on FOB basis or CFR basis. The shipments either on FOB(T) basis or CFR(FO) basis or part FOB(T) and part CFR(FO) basis shall be decided by the PURCHASER, at his sole discretion. Further, MMTC reserves the right to exercise the option of FOB / CFR while giving clearance for each lot / shipment.

**2.1.2** The decision of FOB or CFR shall be communicated after placement of A/T or LOI normally within 7 working days after confirmation of Laycan for the first shipment. Accordingly, the decision of FOB/CFR for shipments thereafter shall be communicated normally within 7 working days after confirmation of respective Laycan.

**2.1.3 Upon confirmation of FOB / CFR:**

**For FOB terms:** the PURCHASER shall arrange for chartering suitable vessels for taking delivery of the MATERIALS on the basis of FOB (Trimmed) Port of Loading and shall endeavor to nominate the vessels at least 2 weeks in advance from the start of the laycan. The Seller shall load the material and effect deliveries within the delivery period.

**For CFR terms:** the SELLER shall charter suitable vessels at least 2 weeks in advance from the start of the laycan and deliver the material from the agreed loadports within the delivery period.

**3.0 Price:**

**3.1 In case of Imported Supplies,**

**Price:** US\$ / EURO ..... /MT per Metric Tonne (of one thousand kilograms) FOB (Trimmed) Named Loadport and **US \$/ EURO** ...../MT CFR(FO), Visakhapatnam, India.

**4.0 INSURANCE :**

**4.1.** The PURCHASER shall, at his own expense arrange for suitable Marine Insurance (Transit Insurance, in case of rail despatches) cover for the entire MATERIAL to be delivered by the SELLER.

**5.0 SAMPLING AND ANALYSIS :**

**5.1 AT LOAD PORT AT THE TIME OF LOADING :**

**5.1.1** The SELLER shall, at his own expense, arrange to carry out at the load port, the

sampling and analysis of the MATERIAL delivered in each shipment / rake, in accordance with the relevant ASTM / British Standard Specifications (BS Specifications) / Specifications of the International Organization for Standardization (ISO Specifications) through an independent inspection agency at the loadport as approved by the PURCHASER. The PURCHASER may, at his option and at his own expense, depute his representative(s) to witness the sampling and analysis by the independent inspection agency at Load Port and may also obtain a part of the Loadport sample for testing. The SELLER shall provide necessary assistance in this regard to the PURCHASER's representative.

5.1.2 The SELLER shall furnish to the PURCHASER the certificate of Sampling and Analysis issued by the independent inspection agency at the loadport indicating all the parameters mentioned in the Technical Specification.

5.1.3 The certificate of Sampling and Analysis shall be prepared in 8 (eight) copies, of which 6 (six) copies shall be airmailed by the SELLER to the PURCHASER within 7 (seven) days from the date of Bill of Lading (within 2 days from the date of RR, in case of rail despatches) in respect of each shipment / rake and the remaining 2 (two) copies shall be submitted by the SELLER along with other Documents for drawing payment.

5.1.4 On no account, the Coke with Technical Specifications falling beyond the Absolute Maximum / Minimum Tolerance Limits mentioned in the Acceptance to Tender / Agreement shall be delivered.

5.1.5 The Sampling and Analysis Report of the material submitted by the Independent Inspection Agency at the Load Port will be final for all parameters for release of payment.

**5.2. AT DISCHARGE PORT AT THE TIME OF UNLOADING:**

5.2.1 The PURCHASER and the SELLER shall, at their respective expenses, through Independent Inspection Agencies of International repute appointed by the Purchaser and the Supplier, will carry out at the Discharge Port, the joint sampling and analysis of the MATERIAL delivered in each consignment, in accordance with the relevant ASTM/ British Standard Specifications (BS Specifications) / Specifications of the International Organization for Standardization (ISO Specifications). The Independent Inspection Agency appointed by Seller shall witness the Sampling carried out by Independent Inspection Agency appointed by Purchaser. The sample shall be divided into four parts, one each for the Supplier and the Purchaser, one for the Analysis and one for Umpire Sample.

5.2.2 In case Independent Inspection Agency is not deputed for Joint Sampling by the Supplier, the Independent Inspection Agency appointed by the Purchaser shall proceed with the Sampling and Analysis.

**6.0 REBATE / DIMINUTION BEYOND GUARANTEED VALUES:**

6.1 For any deviations noted from the certificate of Sampling and Analysis with respect to the Specifications Guaranteed by the Supplier as laid down in the Acceptance to Tender / Agreement, the SUPPLIER shall allow rebate(s) / diminution(s) in price in his invoice(s) covering the delivery of MATERIALS in the consignment where such deviations are noticed, as specified below:

Sl. No.	Technical Parameter	Basis for application of Rebate / Diminution in price in respect of each shipment (each rake, in case of rail despatches) for deviation from the Maximum / Minimum Guaranteed by the Supplier subject to Absolute Maximum / Minimum limits	Rebate / diminution in price which will be allowed by SUPPLIER to the PURCHASER per MT

1	Ash	For every 1% (fractions prorata) increase	US\$ 1.00 (US\$ one only)
2	Volatile Matter	For every 1% (fractions prorata) increase	US\$ 1.00 (US\$ one only)
3	Sulphur	For every 0.1% (fractions prorata) increase	US\$ 0.50 (US Cents fifty only)
4	Phosphorous	For every 0.01% (fractions prorata) increase	US\$ 0.50 (US Cents fifty only)
5	M10	For every 1% (fractions prorata) increase	US\$ 0.50 (US Cents fifty only)
6	M40	For every 1% (fractions prorata) decrease	US\$ 0.50 (US Cents fifty only)
7	CSR	For every 1% (fractions prorata) decrease	US\$ 0.50 (US Cents fifty only)
8	CRI	For every 1% (fractions prorata) increase from 24% Max. to 26% Max.	US\$ 0.50 (US Cents fifty only)
9	Size: +90 mm	For every 1% (fractions prorata) increase	US\$ 0.50 (US Cents fifty only)
10	Size: -30 mm	For every 1% (fractions prorata) increase	US\$ 0.50 (US Cents fifty only)
11	Moisture	Provisions in Clause No.7 below will govern.	

6.2 No bonus / increment will however be applicable for improvement in specifications observed over the values offered and guaranteed by the SUPPLIER.

6.3 The Absolute Maximum / Minimum limits specified in the Technical Specifications are provided for deviations from the Guaranteed Specifications in exceptional cases only. For such deviations from Guaranteed Specifications in exceptional cases subject to the Absolute Maximum / Minimum Limits, the Supplier shall allow the rebates in price to MMTC on the delivery of such material. In no case the material shall be supplied with specifications beyond these Absolute Maximum / Minimum limits.

6.4 Load port analysis shall be final for dispatch, acceptance of the material, payment and for calculation of rebate/diminution.

## 7.0 **CHARGEABLE WEIGHT:**

### 7.1 **AT LOAD PORT (LOADING POINT AT SUPPLIER'S END, IN CASE OF RAIL DESPATCHES):**

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

7.1.2 Where the Total Moisture (on "as received" basis) in the MATERIALS as disclosed in the Certificate of Sampling and Analysis at Loadport exceeds the Guaranteed Limit, the Chargeable Weight at Loadport for arriving at the estimated value of the material shall be calculated by reducing the Loadport Draught Survey Weight (Clear RR Weight, in case of rail despatches) @ 1.3% for every 1.0% increase (fractions prorata) of Total Moisture over Guaranteed Limit subject to the Absolute Maximum Limit of 10% for shipments on FOB(T) basis and @ 1.0% for every 1.0% increase (fractions prorata) over Guaranteed Limit subject to the Absolute Maximum Limit of 10% for shipments on CFR basis and for rail despatches on FOR VSP Siding basis. However, In case of exceptional circumstances, the consignments loaded / unloaded during winter or heavy rains, as per the certification of Meteorological Department / Independent Inspection Agency, the Absolute Maximum Tolerance Limit of Total Moisture (on "as received" basis) may go up to 11%. In such cases, the Invoice



Weight shall be reduced by the excess percentage of Total Moisture over 10% @ 1.45% for every 1.0% increase over 10% (fraction prorata) up to 11%. The letter of credit shall provide for such treatment for moisture over Guaranteed Limit.

## **8.0 CONTINUOUS VARIATIONS :**

### **FOR IMPORT SUPPLIES:**

- 8.1 If at any time during the currency of this Order, there are continuing variations between the quality of the MATERIAL stipulated under **ANNEXURE-I** to Draft Acceptance to Tender / Agreement and the results and/or weight determined at the Loading port and at the PURCHASER's end, the PURCHASER and the SUPPLIER shall meet within a specific time frame of three or four (3/4) weeks from the date of intimation of such discrepancies by the PURCHASER to the SUPPLIER, to investigate the reasons for such discrepancies and to arrive at a mutually agreeable settlement of issues as may have arisen out of the discrepancies.
- 8.2 If no agreeable solution as envisaged in **Clause 8.1 above** is arrived at, the PURCHASER reserves the right to terminate the Order. Therefore, utmost precaution shall be exercised by the SELLER at the time of shipment of each consignment to ensure that the specifications stipulated under **ANNEXURE-I** to Draft Acceptance to Tender / Agreement are strictly complied with.

## **9.0 PAYMENT TERMS:**

### **(FOR IMPORTED MATERIALS)**

- 9.1 Payment to the Supplier shall be made for 100% through L/C based on load port analysis and weight . The price shall be worked out on the basis of :
- I) the Price arrived at after reduction for Rebates on account of Quality Variations observed in Loadport Sampling and Analysis, Freight (if any).
  - II) the Chargeable Weight at Loadport.
- 9.2 In case of material found beyond the Guaranteed Limits stipulated in Annexure-I to this Acceptance to Tender, the penalties, as mentioned at **Clause 6.1 above** shall be applicable. Besides this, the purchaser at his option may terminate the contract without any financial liability on either side.

### **9.3 MODE OF PAYMENT:**

#### **FOR IMPORTED SUPPLIES**

- 9.3.1 The PURCHASER shall establish irrevocable Letter(s) of Credit, each covering the approximate value of one shipment after receipt of requisite Performance Guarantee Bond, (shipment to shipment basis in case of more than one shipment). Such Letter(s) of Credit shall be valid for a period of 30 days from the date of opening for shipment and 60 days for negotiation.
- 9.3.2 All bank charges at the SUPPLIER's end shall be borne and paid for by the SUPPLIER. All bank charges at the PURCHASER's end shall be borne and paid for by the PURCHASER.
- 9.3.3 Payment through irrevocable L/C on presentation of the specified documents at .....(name of the bank).
- 9.3.4 Letter(s) of Credit established by the PURCHASER in favour of the SUPPLIER under this Order shall provide for payment as **Clause 9.1 above** on presentation of the

following documents by the SUPPLIER at the counters of Negotiating Bank mentioned in the Acceptance to Tender / Agreement.

- a) 2/3 set of original Clean on Board Bill(s) of Lading made out to order and blank endorsed marked Notify "MMTC Limited, Visakhapatnam".

Note: For FOB shipments - Charter Party Bill(s) of lading marked "freight to be paid as per Charter Party" will also be acceptable. For CFR shipments – Bill of Lading should be marked "freight prepaid".

- b) Signed Commercial Invoices for payment as at **Clause 9.1 above** containing the reference of the Acceptance to Tender / Agreement certifying that the MATERIAL shipped is strictly in conformity with the Order - in quadruplicate. Such invoices shall also carry necessary adjustment for deviation in quality at loadport as per **Clause 6.1** of this Acceptance to Tender/ Agreement.
- c) Certificate of Sampling and Analysis issued by the Independent Inspection Agency at Loadport – in duplicate. Payment will not be released if the analysis result of any parameter exceeds the absolute maximum / minimum limit stipulated in the Acceptance to Tender / Agreement.
- d) Loadport Draught Survey Weight Certificate issued by the Independent Inspection Agency at Loadport – in duplicate.
- e) Certificate of Origin issued by Chamber of Commerce or a similar authority / agency – in duplicate.
- f) Certificate issued by the Cokery who has supplied the material, certifying that they have supplied the material to the SUPPLIER for shipment by the named vessel – in duplicate.
- g) Copy of SUPPLIER'S Fax advice of shipment to the PURCHASER and Insurance Company as referred to in **Clause 4.0 herein above**, - in quadruplicate.
- h) Certificate from the SUPPLIER clearly specifying the source of the Coke and that the material does not consist of mixed cargo – in duplicate.
- i) In case of CFR shipment, copy of the vessel acceptance issued by the Purchaser – in duplicate.
- j) SUPPLIER'S Certificate confirming that the documents mentioned under **Clause 9.3.5** have been sent directly to the Purchaser by Air Mail / Courier within seven days from the date of Bill of Lading – in quadruplicate.

9.3.5 Within 7 (seven) days from the date of Bill of Lading, the SUPPLIER shall send copies of the documents mentioned below in respect of each shipment by Air Mail / Courier directly to the PURCHASER:

- i) One Original Bill of Lading along with four non negotiable copies.
- ii) Two non-negotiable copies of Commercial Invoice.
- iii) Six copies of the Certificate of Sampling and Analysis of loadport.
- iv) Two copies of Loadport Draught Survey Weight Certificate.
- v) Two copies of Certificate of Origin.
- vi) Two copies of Certificate issued by the Cokery.
- vii) Two copies of Certificate issued by the Supplier regarding source.
- viii) Two copies of SUPPLIER'S Fax advice of shipment to the PURCHASER and Insurance Company for the purpose of Insurance.
- ix) Two copies of vessel acceptance issued by the Purchaser in case of CFR Shipments.

9.3.6 The SELLER shall fax / e-mail the following documents to the PURCHASER within 4 working days from the date of Bill of Lading: copies of signed Bills of Lading, Commercial Invoice, Certificate of Sampling and Analysis, Certificate of Origin and Load Port Draft Survey Certificate.

10.0 **DELIVERY:**

10.1 The period of delivery is the essence of this Acceptance to Tender/ Agreement. The date of the Bill of Lading shall be the date of delivery in respect of each consignment. In case of rail despatches, the date of dispatch (RR date) by the Seller shall be the date of delivery in respect of each consignment.

10.2 The SELLER shall take necessary steps to ensure that sufficient quantity of the MATERIAL is ready for delivery at the loadport(s) / loading point as to enable the nominated vessel / rake to off take the ordered quantity within the delivery period.

10.3 The PURCHASER shall endeavor to nominate vessels as per the delivery period The SELLER may however, accept vessels with minor changes in laydays and quantities.

10.4 For Imported supplies, the terms of delivery of the MATERIAL shall be as per **ANNEXURE II A** and **ANNEXURE II B** shall constitute an integral part of this Acceptance to Tender / Agreement.

10.5 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/ siding / store rent etc, which the PURCHASER may become liable to pay to the authorities at the discharge port in India.

10.6 After nomination of the vessel by the PURCHASER as stated at **Clause 10.2 above** and the SELLER fails to provide the stem and thereupon the PURCHASER is called upon to pay the dead freight and any other charges, the same shall be to the account of the SELLER.

11.0 **PERFORMANCE GUARANTEE(PG) BOND:**

11.1 The SELLER shall establish a **Performance Guarantee(PG) Deposit / Bond for 5 % of the CFR (FO) value** (FOR VSP Siding value, in case of rail despatches) of the contract within 10 days of the issue of the Acceptance to Tender/ LOI whichever is earlier. The Deposit shall be either by way of a Demand Draft or Banker cheque (both subject to realization) drawn on any Scheduled Commercial Bank and payable to MMTC Ltd. at Visakhapatnam. Further, the deposit may made through NEFT / SWIFT (electronic) transfer to MMTC bank account as provided based on specific request. The bond shall be established as per the enclosed proforma at **ANNEXURE – III of PART – VII** of the Tender Documents in favour of MMTC through any nationalized bank or scheduled commercial bank in India. In case the bank guarantee(BG) is issued by any bank out side Visakhapatnam, the same should be routed through their branch Associated Bank in Visakhapatnam and enforceable at Visakhapatnam whose address is also to be specified in the BG.. Bonds issued by co-operative banks are not accepted. **The Bond shall be valid for six months from the date of last shipment / rake** against this Acceptance to Tender/ Agreement . No change in the prescribed proforma of the Bank Guarantee shall be acceptable. Further, the supplier is required to submit the duly filled in check list for BGs along with the Tender. The check list format is enclosed at **ANNEXURE III A**.

11.2 The Performance Guarantee Bond shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the supplier and the Purchaser under the terms & conditions of the Acceptance to Tender / Agreement. The Supplier is to be entirely responsible for the due performance of the Contract in all respects according to the spirit, intent and meaning of the terms & conditions and specification and all other Documents referred to in the Acceptance to

Tender / Agreement.

- 11.3 The Performance Guarantee Bond shall be kept valid and in full force and effect for a period of six months from the date of scheduled delivery of the last consignment. The BG should be signed on all pages by the concerned officer(s) of the Bank whose name, designation and Code no, should be mentioned against their respective signatures. The BG shall be sent by the issuing bank directly to MMTTC, Purchase Dept, under registered post (A/D). In exceptional cases, where the BGs are received through the supplier, the issuing Bank Branch should be requested to immediately send by Regd. Post A/D, an unstamped duplicate copy of the guarantee directly to MMTTC with a covering letter to compare with the original BGs.
- 11.4 Performance Guarantee Bond shall be released after six months from the date of receipt of last shipment / rake or one month after consumption of the total material supplied, subject to clearance from user department, whichever is earlier, under the Acceptance of Tender / Agreement and settlement of claims on account of demurrage / dispatch relating to load port (in case of FOB shipment) and disport (in case of CFR shipment) for all shipments under the order. In case of rail dispatches, settlement of claims on account of overloading / demurrage under the order.

12.0 **LIQUIDATED DAMAGES:**

- 12.1 In the event of the SELLER'S failure to deliver the MATERIAL within the time(s) as agreed to, the SELLER shall have to pay as liquidated damages (and not by way of penalty), a sum equivalent to half percent of the price of any MATERIAL which the SELLER has failed to deliver, as aforesaid, for each and every week (part of a week being treated as a full week) during which the MATERIAL are not delivered after the contracted delivery period provided, however, such liquidated damages shall not apply to any period of extension granted by the PURCHASER under Force Majeure conditions given under **Clause 23.0 herein below**. The maximum amount of Liquidated Damages levied on any shipment/rake will be 10% of the value of the MATERIAL in that shipment / rake. Delivery of the MATERIAL after the same has become liable for levy of liquidated damages under this Clause shall not operate as a waiver of this right. The criteria for levying LD shall be based on the quantity received in a month against the scheduled quantity due for delivery in a month.

13.0 **DEFAULT:**

- 13.1 Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender / Agreement or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender / Agreement as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure vide **Clause 23.0 herein below**.

14.0 **RISK PURCHASE:**

- 14.1 The cancellation of the Acceptance to Tender / Agreement as stated in **Clause 13.1 herein above** may be either for whole or part of the Acceptance to Tender / Agreement at PURCHASER's option. In the event of the PURCHASER terminating the Acceptance to Tender / Agreement in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Acceptance to Tender / Agreement by the PURCHASER, the SELLER shall continue the performance of the

Acceptance to Tender / Agreement to the extent it is not terminated under the provisions of this Clause.

15.0 **RECOVERY OF SUMS DUE:**

15.1 Whenever under this Acceptance to Tender / Agreement any sum of money is recoverable from and payable by the SELLER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SELLER by the PURCHASER or which at any time thereafter may be found to be payable to the SELLER by the PURCHASER under this or any other Acceptance to Tender / Agreement with the PURCHASER. Should this sum be not sufficient to cover the full amount recoverable, the SELLER shall pay to the PURCHASER on demand the remaining balance amount. This action is without prejudice to the right of the PURCHASER to take legal action against the SELLER for the breach of the Acceptance to Tender / Agreement.

16.0 **RESPONSIBILITY:**

16.1 The PURCHASER on the one hand and the SELLER on the other hand shall be responsible for the performance of all their respective obligations under this Acceptance to Tender / Agreement.

17.0 **TRANSFER AND SUB-LETTING :**

17.1 The SELLER shall not sublet, transfer, assign or otherwise part with the Acceptance to Tender / Agreement or any part thereof, either directly or indirectly, without the prior written consent of the PURCHASER.

17.2 The SELLER shall be entirely responsible for the execution of the Acceptance to Tender / Agreement by the subcontractor, if any, permitted by the PURCHASER. For this purpose, the SELLER shall at his own cost ensure adequate inspection of the subcontractor's works by an inspection organisation acceptable to the PURCHASER.

18.0 **EXPORT LICENSE :**

18.1 It shall entirely be the responsibility of the SELLER to obtain the requisite Export License and to comply fully and to honour all procedures, regulations, policy, relevant laws of his country for export of the MATERIAL to India and he shall keep the PURCHASER indemnified for any losses which may accrue to the PURCHASER because of any defect therein.

19.0 **TAXES AND DUTIES:**

19.1 In case of Imported Supplies, The SELLER shall be entirely responsible for all taxes, stamp duties, Licence fees and other such levies imposed outside the PURCHASER'S country and the price indicated in the contract shall be deemed to be inclusive of all such taxes and duties, unless otherwise specifically mentioned.

20.0 **IMPORT LICENCE:**

20.1 Import of the MATERIAL is presently under Open General Licence.

21.0 **COMPLETENESS OF THE ACCEPTANCE TO TENDER/ AGREEMENT AND MODIFICATION:**



21.1 This Acceptance to Tender / Agreement cancels all previous negotiations between the parties hereto. There are no understandings or agreement between the PURCHASER and the SELLER which are not fully expressed herein and no statement or agreement, oral or written, made prior to or at the signing hereof shall affect or modify the terms hereof or otherwise be binding on the parties hereto. No change in respect of the terms covered by this Acceptance to Tender / Agreement shall be valid unless the same is agreed to in writing by the parties hereto specifically stating the same as an amendment to this Acceptance to Tender/ Agreement.

## **22. WAIVER**

22.1 Failure to enforce any condition herein contained shall not operate as a waiver of the condition itself or any subsequent breach thereof.

## **23.0 FORCE MAJEURE:**

23.1 If either the SELLER or the PURCHASER be prevented from discharging its or their obligation under this Acceptance to Tender / Agreement by reason of arrests or restraints by Government of people, war blockade, revolution, insurrection, mobilization, strikes, civil commotion, Acts of God, Plague or other epidemics, destruction of the MATERIAL 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 year, during which production, loading or discharge is prevented by any such causes as herein above mentioned. . Provided further that if the performance in whole or in part of any obligations under this Acceptance to Tender is prevented or delayed by reasons of any such causes as herein above mentioned for a period exceeding 60 days, the non-affected party may at its option terminate the contract.

The party(Affected Party) invoking protection under this clause shall within 15(fifteen) days of the occurrence of Force Majeure causes put the other party (Non-Affected Party) on notice supported by Certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party / Parties within 15 (fifteen) days from the cessation of the Force Majeure causes.

## **24.0 ARBITRATION:**

24.1 In the event of any dispute arising between the Parties in relation to or under this Acceptance to Tender, the same shall be settled by Arbitration conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA). The decision of the Arbitration Tribunal shall be final and binding. Cost of arbitration to be borne by the losing party. The venue of arbitration shall be New Delhi, India and arbitration shall be conducted in English language. The arbitral award shall be enforced in accordance with the provisions of the Arbitration and Conciliation Act,1996

In case of any legal proceedings are instituted against, they shall be instituted in the appropriate Civil courts of New Delhi and the Courts at New Delhi only shall have Jurisdiction.

## **25.0 LEGAL INTERPRETATIONS:**

25.1 The Acceptance to Tender / Agreement and the arbitration shall be governed by and construed according to the laws of India for the time being in force.

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

## **26.0 LANGUAGE**

26.1 All Documents, all correspondence and communications to be given under this Acceptance to Tender, and all other documentation to be prepared and supplied under this Acceptance to Tender shall be written in English, and the Acceptance to Tender shall be construed and interpreted in accordance with English language.

26.2 If any of the documents, correspondence or communications are prepared in any language other than the English language, then the such documents, correspondence or communications must be accompanied by an English translation duly signed by the Translator concerned and Self Attested by the Seller, and such translation shall prevail in matters of interpretation.

**27.0 LIABILITY OF GOVT. OF INDIA:**

27.1 It is expressly understood and agreed by and between the SELLER and the PURCHASER that the PURCHASER is entering into this Acceptance to Tender / 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 this Acceptance to Tender / 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 this Acceptance to Tender / Agreement. 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 this Acceptance to Tender / 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 this Acceptance to Tender/ Agreement.

Kindly acknowledge receipt of this Acceptance to Tender/ Agreement.

Thanking you,

Yours faithfully,  
For MMTC

**ANNEXURE - I TO**

**ACCEPTANCE TO TENDER / AGREEMENT NO PUR. ....../ , Dt.**

**TECHNICAL SPECIFICATION FOR 'LOW ASH METALLURGICAL COKE'**

<b>Sl. No.</b>	<b>Technical particulars</b>	<b>Specifications guaranteed by the tenderer</b>	<b>Absolute Max. / Min. Limits</b>
(1)	(2)	(3)	(4)
1.	MOISTURE		10.0 % MAX *
2.	ASH		13.5% MAX.
3.	VOLATILE MATTER		1.5% MAX
4.	b) SULPHUR		0.6% MAX
	b) PHOSPHORUS		0.035% MAX
5	a) M10		8.0% MAX
	b) M40		80.0% MIN
6	a) CSR		62.0% MIN
	b) CRI		22 % MIN. – 26% MAX
7	a) MEAN SIZE		50 - 55 MM
	b) + 90 MM		8.0% MAX
	c) - 30 MM		8.0% MAX

\* In case of exceptional circumstances, consignments loaded / unloaded during winter or heavy rains, as per the certification of Meteorological Department / Independent Inspection Agency, the Absolute Maximum Tolerance Limit of Total Moisture (on "as received" basis) may go up to 11% and by reducing the Invoice Weight as per **Clause 7.1.2 of PART-VII** of Global tender.

**Note :** No bonus/increment will however be applicable for improvement in specification observed over the values offered and guaranteed by the SELLER.



**TERMS AND CONDITIONS FOR DELIVERY OF THE MATERIALS ON THE BASIS OF  
FOB (TRIMMED) PORT(S) OF LOADING**

- 1.0 **TYPE OF VESSELS:** The PURCHASER shall as far as possible, charter Gearless/Geared vessels required for carriage of the MATERIALS under this Agreement upon the terms of the AMERICANISED WELSH COAL CHARTER PARTY with such variations or deletions therein or additions thereto as are necessary to make it conform to the provisions of this Order and as further elaborated herein below.
- 2.1 The PURCHASER shall charter single decker vessels(with DWT over 40,000 MT)suitable for bulk loading of **30,000 metric tons** with a shipping tolerance of plus or minus **10% (Ten percent)** per voyage, at Ship Owner's or Charterer's (i.e. PURCHASER'S) option of LAM COKE. In case vessels of other size are available for meeting the requirements, the PURCHASER shall have the option of chartering and nominating such vessels also. While chartering the vessels, the PURCHASER shall take into account the details furnished by the SUPPLIER to the PURCHASER regarding the Material loading facilities, acceptable dimensions of the vessels, clearance dimensions of the Material loading gantries and sailing draught at the Load Port(s).
- 2.2 The vessel nominated by the PURCHASER shall be classed highest Lloyds or equivalent, be in thoroughly seaworthy condition, comply in every respect with all International and Local regulations, comply with all regulations governing the carriage by sea of LAM Coke in bulk and shall be maintained as such for the duration of the voyage.
- 3.0 **GENERAL CP PROVISIONS:** The Charter Party / Parties between the Ship owner(s) and the PURCHASER in respect of the vessel(s) fixed by the PURCHASER for carriage of the MATERIALS under this Order shall, interalia, provide for the following.
- 1) The Ship owner shall bear and pay all port dues (except port loading charges), tonnage dues, light dues and other taxes, assessments and charges which are customarily payable at the Loadport(s) on or with respect to the vessel(s).
  - 2) The Master of the vessel shall give Fax / e-mail advice(s) at the intervals of 7 days, 72 hours, 48 hours and 24 hours to the SUPPLIER regarding the ETA of the vessel and the quantity required to be loaded into the vessel at the Loadport.
  - 3) 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 Loadport(s) and in each case free of expense to the SUPPLIER.
  - 4) The Master of the vessel shall allow on board the vessel the authorised representative(s) of the Independent Inspection Agency / Marine Surveyors at the Loadport(s) to witness / inspect and supervise the loading of the MATERIALS into the hatches of the vessel as well as to carry out draught surveys.
  - 5) Bills of Lading shall be prepared on the basis of the Draught Survey Weight determined by the Independent Inspection Agency through approved Marine Surveyors at the Loadport and such Bill(s) of Lading shall be endorsed by the Master of the vessel or the agents of the Ship owner at the Loadport within 24 hours after completion of loading. The Bills of Lading must be issued in the latest 'CONGEN BILL FORM' only.
  - 6) The Master of the vessel or the agents of the Ship owner at the Loadport shall release Bill(s) of Lading marked "Freight payable as per Charter Party" immediately after completion of loading.

- 4.1 **SHIPMENT SCHEDULE (LAY DAYS):** Based on the delivery schedule agreed upon between the PURCHASER and the SUPPLIER, the PURCHASER shall nominate vessel about two weeks prior to effecting of the shipment. The SUPPLIER shall confirm to the PURCHASER by E-mail / Fax the acceptance of such vessel(s) within 1 (One) working day of the nomination such thereof. The laydays for each vessel shall be narrowed down to 10 days, in advance of the ETA of the vessel at the Loadport.
- 4.2 The PURCHASER shall endeavor to nominate vessels as per the delivery period. The SUPPLIER may however, accept vessels with minor changes in laydays and quantities.
- 4.3 The SUPPLIER shall take necessary steps to ensure that sufficient quantity of the MATERIAL is ready for delivery at the Loadport(s) as to enable the nominated vessel to off take the ordered quantity within the delivery period.
- 4.4 After nomination of the vessel by the PURCHASER as stated above if the SELLER fails to provide the stem and thereupon the PURCHASER is called upon to pay the dead freight and any other charges, the same shall be to the account of the SELLER.
- 5.0 Upon the fixture of any vessel by the PURCHASER for carriage of the MATERIALS under this Order, the PURCHASER shall intimate to the SUPPLIER relevant particulars of such vessel. The PURCHASER reserves the right to appoint his own agent(s) at the Loading port(s).
- 6.0 The SUPPLIER shall arrange to deliver / load the MATERIALS FOB (TRIMMED) into the vessel(s) nominated by the PURCHASER and accepted by the SUPPLIER at the Port(s) of loading.
- 7.0 The SUPPLIER shall arrange for a safe loading berth for the vessel at the notified Loading port.
- 8.1 **GUARANTEED LOAD RATE:** The SUPPLIER shall guarantee to deliver / load the MATERIALS into the vessel(s) (FOB Trimmed), at the rates and terms mentioned herein under:

For Vessels with Capacity to ship Parcel of	Guaranteed Rate of Loading Terms per Weather Working Day (PWW) of Twenty Four Consecutive Hours Sundays Holidays included (SHINC)
30,000 +/-10%	15,000 Metric Tonnes

- 8.2 If any overtime work is performed by the crew of the vessel at the port of loading at the instance of the SUPPLIER, crew's overtime shall be borne and paid for by the SUPPLIER.
- 9.1 **NOTICE OF READINESS(NOR):** Upon arrival of the vessel at the outer anchorage or at the pilot station of the Loadport, whether the vessel is in free pratique or not and in berth or not, Master of the vessel shall serve on the SUPPLIER the Notice of Readiness (MASTER'S N/R) of the vessel to load cargo at any time in or out of office hours on all days (SHINC).
- 9.2 If the vessel, whether in free pratique or not, is found by the SUPPLIER not to be ready in any other respect to load after its berthing, the specific grounds on which the vessel is found not to be ready to load, shall be recorded by the SUPPLIER in the STATEMENT OF FACTS which is also to be accepted and signed by the Master / Agent of the vessel at the Loadport. In such an event, the laytime shall not be deemed to have commenced until the vessel is in fact ready to load in all respects.

## **10.0 TIME COUNTING PROVISIONS:**

10.1 In the Statement of Facts, there should be proper notation as to the delays attributable to shore side or to the Vessel. The delays attributable only to the Vessel do not count as time used unless the Vessel is already on demurrage. All other delays (like shore side Electrical / Mechanical breakdowns, waiting for tide, waiting time to maintain under keel clearance etc.) to count as time used. Once the Vessel is on Demurrage, the Vessel shall always be on Demurrage. Steaming time from anchorage to berth on arrival of Vessel at Load port and time used for Draft survey / check not to count, even if the Vessel is already on demurrage. Statement of Facts should be signed by all concerned.

10.2 Laytime (i.e loading time) shall commence 24 hours after the time at which MASTER'S N/R is served, whether the vessel is in berth or not and in free pratique or not, unless the loading of the MATERIALS sooner commenced, in which event laytime shall count from the actual time of commencement of loading. Any time lost by the vessel in waiting for berth shall also count as loading time.

11.0 The SUPPLIER shall arrange to deliver / load the MATERIALS into the vessel and to trim the MATERIALS inside the hatches of the vessel by mechanical or manual means at the option of the SUPPLIER in accordance with the instructions of and to the satisfaction of the Master or the Chief Officer of the vessel free of risk and all expenses either to the vessel or to the PURCHASER. Claims for damage caused to the vessel by stevedores, if any, are to be settled between the SUPPLIER and the Ship Owners, without any implication to PURCHASER. The SUPPLIER shall remain responsible for settlement of such claims. Any damage shall be notified in the SOF.

The Master / Agent of the vessel at the Loadport should notify in SOF in writing of any alleged damage to the vessel by the stevedores and failure to so notify shall bar any claim thereof. In any event, any such claim shall be barred if not made prior to the departure of the vessel from the Loadport where damage is alleged to have occurred.

12.0 Should the SUPPLIER fail to deliver / load the MATERIALS into the vessel(s) in full or in part for reasons excluding Force Majeure the SUPPLIER shall be liable to the PURCHASER for all payments or expenses which the PURCHASER may incur by reason of such non delivery including dead freight or extra freight, demurrage to the vessel and/or any other charges and expenses of whatsoever nature which may be incurred by the PURCHASER.

13.0 Immediately on completion of loading of the material into the Vessel, within 48 hours the Supplier shall furnish the following details of shipment by E-mail and fax to the PURCHASER and the Insurance Company to enable the PURCHASER to take necessary Marine Insurance Cover.

- i) Name of the Vessel
- ii) B/L weight and value of the cargo
- iii) Name of the port of shipment
- iv) Date and time of commencement and of completion of loading
- v) Date and time of sailing of the Vessel from the port of shipment & Sailing Draft.
- vi) ETA VISAKHAPATNAM, INDIA.
- vii) No. and Date of Bill of Lading.

14.0 Immediately on completion of loading, the SUPPLIER shall obtain from the Master of the vessel or the Agents of the vessel at the Loadport 'CLEAN ON BOARD' shipped Bill(s) of Lading.

15.0 Immediately after completion of loading, a STATEMENT OF FACTS shall be made out at the Loadport duly signed by the Master of the vessel / Agents of the vessel at the

Load port and the SUPPLIER or their Agents at the Loadport. Before sailing of the vessel from the Loadport, copies of the Statement of Facts shall be handed over to the Master of the vessel / Agents of the vessel at the Loading port.

**16.0 DEMURRAGE / DESPATCH SETTLEMENT:**

16.1 In the TIME SHEET based on the aforesaid STATEMENT OF FACTS, the computation of laytime allowed and laytime used shall be based on the terms and conditions contained hereinabove. Despatch, if any, shall be calculated on the basis of "working time saved". The rate of demurrage / despatch shall be as stipulated in Charter Party relating to the vessel. In the case of demurrage, the SUPPLIER shall remit the agreed amount of demurrage to the PURCHASER. In the case of despatch, the PURCHASER shall remit the agreed amount of despatch to the SUPPLIER. The SUPPLIER should submit Loadportlaytime statement including SOF, demurrage / despatch calculation within 30 days from the date of B/L for each vessel. .

16.2 On final settlement of Lay time calculations between the SUPPLIER and PURCHASER in respect of each Vessel, demurrage / despatch payment shall be effected directly within 30 days from the date of receipt of the claim (Debit Note). In any case, settlement of demurrage / despatch should be completed within 120 days from the date of B/L.

17.0 All the shipping documents like Original B/L, Certificate of Country of Origin, Load port Sampling and Analysis Certificate, Load port Draft Survey Weight Certificate etc. should be sent by the SUPPLIER to the PURCHASER immediately after completion of loading and in any case not later than 7 days from the date of B/L by AIR MAIL / COURIER so that the documents are received by the PURCHASER well before the arrival of Vessel at the discharge port to take immediate delivery of the cargo.

18.0 The SUPPLIER shall agree to comply with the International Ship and Port Facility Security (ISPS) Code stipulated by the International Maritime Organisation, which has come into effect w.e.f. 1st July'2004. Failure on the part of the SUPPLIER to comply with the ISPS code's requirements and / or the Load port not conforming with the ISPS code and any delays caused by such failures shall be to the SUPPLIER's account who shall be fully responsible for all the consequences arising out of it.

Note :

1. Name, Address, FAX / e-mail and telephones numbers for serving Notice regarding ETA of the Vessel and Notice of Readiness of the Vessel to the SUPPLIER at the Load port as per Para 3.2 and 9.0 hereinabove:

M/s \_\_\_\_\_

**TERMS AND CONDITIONS FOR DELIVERY OF THE MATERIALS ON THE BASIS OF CFR (FREE OUT), VISAKHAPATNAM PORT / GANGAVARAM PORT**

**1.0 TYPE OF VESSELS:**

- 1.1 The SUPPLIER shall effect shipment in single-decker Gearless/Geared vessels (with DWT over 40,000 MT), subject to the approval of the PURCHASER,

The vessel nominated by the SUPPLIER shall be classed highest Lloyds or equivalent, be in thoroughly seaworthy condition, comply in every respect with all International and Local regulations, comply with all regulations governing the carriage by sea of LAM Coke in bulk and shall be maintained as such for the duration of the voyage.

The Vessels shall preferably be less than 15 years of age but not exceeding 20 years of age. Entire extra insurance on cargo, if any, by reason of Vessel's age, Flag or Class to be for SUPPLIER's account.

The SUPPLIER shall confirm that the nominated Vessel possesses valid statutory certificates and complies with all directives of Government of India / DG (Shipping) reg. suitability and / or acceptability of Vessel in respect of class / age / other technical parameters in Indian waters / ports. The SUPPLIER shall confirm that the nominated Vessel is able to meet all discharge port limitations / requirements / conditions. 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 MMTc reserves the right to handle the vessel either at Visakhapatnam Port (VPT) or at Gangavaram Port (GPL), INDIA. The Supplier shall ensure that the vessel engaged by them for shipment of the MATERIALS under this Order comply with the limitations and is able to meet all limitations/requirements/conditions at the discharge port (GPL / VPT).

- 2.0 **GENERAL CP PROVISIONS:** The SUPPLIER shall ensure that the charter parties governing shipment of the MATERIALS under this Order contain, inter-alia, the following provisions:

- 2.1 Immediately on sailing of the vessel, the Master of the Vessel shall give Fax / E-mail advice regarding ETA VISAKHAPATNAM, INDIA to the PURCHASER. Thereafter, the Master of the vessel, shall Fax / E-mail at intervals of 14 days / 10 days / 7 days / 72 hours / 48 hours / 24 hours regarding ETA of vessel to the PURCHASER.
- 2.2 The SUPPLIER 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 Indian Port(s) of discharge on or with respect to the vessel(s).
- 2.3 Each Geared 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 the vessel to the representative of the PURCHASER for perusal, after the berthing of the vessel.
- 2.4 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.

- 2.5 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 ports of discharge at all times and in each case free of expense to the PURCHASER.
- 2.6 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 thereof shall be to the account of the vessel even if the vessel is on demurrage.
- 2.7 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 damages for detention of the vessel at the Indian port(s) of the discharge, the SUPPLIER 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 vessel.
- 2.8 The overtime of the crew shall be to the account of the vessel unless ordered by the PURCHASER.
- 2.9 In case of claim for damage caused to the Vessel during discharging, such claims to be presented by the Master immediately after the damage has been sustained with the third party damage report, failing which, PURCHASER shall not be responsible. Claims for damage caused to Vessel by Stevedore during discharge at GPL / VPT are to be settled between Ship-owners and Stevedore, failing which, PURCHASER to remain responsible for settlement of such claims. In all cases, the Vessel is to notify the PURCHASER / Stevedore, in writing, prior to Vessel's departure from discharge port, of any alleged damage to the Vessel by Stevedore along with third party damage report and failure to do so notify shall bar any claim thereafter.

The Master of the Vessel shall get a joint survey conducted with the Stevedore to determine the extent of damage sustained to the Vessel. The joint survey must be conducted before departure of the Vessel from the port in which damage took place. Failure to submit final claim within 30 days from the date of discharge completion, will debar the claim and relieve PURCHASER / Stevedore of all responsibilities. In the absence of a joint survey, the claim shall stand barred and PURCHASER / Stevedore shall stand absolved and relieved of all responsibility.

- 2.10 The time used for opening and closing of hatches, Customs formalities, gangway placement, grab fixing and draft survey will be on vessel's account and time used not to count as laytime even if the vessel is already on demurrage.
- 2.11 No time shall be counted during rain periods, as mentioned in SOF and on NWWDD, as declared by Visakhapatnam Port Trust (VPT) / Gangavaram Port Ltd., (GPL), even if discharge operation is continued for some part of time unless the vessel is on demurrage.



**3.0 INTIMATIONS TO BE SENT BY THE SUPPLIER TO THE PURCHASER ON NOMINATION OF VESSELS FOR SHIPMENT AND COMPLETION OF LOADING OF VESSELS AT LOADPORT:**

3.1 SUPPLIER shall so arrange for each shipment of MATERIALS hereunder to conform with agreed Delivery Schedule and shall nominate each vessel 30 days in advance to the PURCHASER by Fax / E-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 grabs and their sizes and lifting capacity per cycle
- xiii) Quantity of the MATERIALS proposed to be loaded
- xiv) Laydays and ETA of the vessel at loading port
- xv) Rate of demurrage / despatch
- xvi) IMO No. of the Vessel
- xvii) DWT and Max. Draft of the Vessel

3.2 The PURCHASER shall Fax / Email to the SUPPLIER within 2 (two) working days his acceptance or otherwise of the above nomination.

3.3 The PURCHASER reserves the right to appoint his own Charterer / protective agent at the Indian port(s) of discharge at the customary agency fee payable by the Vessel to such agent. The Vessel shall appoint its own agents at the Indian port(s) of discharge. The SUPPLIER shall consign the Vessel(s) to MMTC / their Agent(s) at the Indian Port(s) of Discharge at customary agency fees payable by the Vessel / Owners to such agent(s). The charterers agency fees must be paid to the agent nominated by MMTC within 30 days of completion of discharge at the respective port (s).

3.4 Within 48 hours of sailing of the vessel from the Loadport, the SELLER shall give the following details by Fax 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 time of commencement and of completion of loading and
- v) Date and time of sailing of the vessel from the port of shipment.
- vi) ETA VISAKHAPATNAM East Cost India.

**4.0 OPTION FOR DISCHARGE OF CARGO AT SECOND SAFE BERTH BY THE PURCHASER:**

4.1 The PURCHASER shall have the option to discharge cargo from the vessel at a second safe berth at the same port of discharge. In the event of PURCHASER exercising the option as aforesaid, the expenses involved in shifting the vessel to the second safe berth shall be to the account of vessel and the time used in shifting shall not count as laytime. If the port authorities order the shifting of the vessel to another safe berth at the same port of discharge, the time involved in shifting and the cost thereof shall be to the account of the vessel.

**5.0 SERVICE OF NOTICE OF READINESS FOR DISCHARGE OF CARGO (I.E.THE MATERIALS) BY THE MASTER OF THE VESSEL (MASTER'S N/R):**

5.1 Upon arrival of the Vessel within the port of discharge and in freepratique 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 Clause 2.1(a) herein above) the Notice of Readiness (NOR) of the Vessel to discharge cargo (MASTER's N/R) in writing  
at any time in or out of the office hours.

**6.0 TIME COUNTING PROVISIONS:**

6.1 Time to count 24 hours after NOR is served by the Master of the Vessel and accepted on arrival of the Vessel within port limits and whether in berth or not and in free pratique and ready in all respects to discharge the cargo unless used. If Used, actual time to count. If turn time of 24 hours expires on Saturday afternoons, Sundays, Holidays the Lay time shall commence at 0930 hours on the next working day.

6.3 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.

6.4 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.

6.5 For Geared Vessels, 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 insufficiency shall not count as Laytime, irrespective of whether the Vessel is on demurrage or not.

6.5 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.

- i) War, rebellion, tumult, political disturbances, insurrections
- ii) Lockouts, Strikes, Riots, Civil commotion
- iii) Epidemics, Quarantine, Landslips, Floods, Frost or Snow, boretimes, bad weather.
- iv) Stoppage of work, whether partial or general, by workmen, Longshoremen, Tug-boat men or other hands essential to the working of the vessel or discharge of cargo from the vessel.
- v) Accidents at the wharf.
- vi) Intervention of Sanitary, Customs and/or other constituted authorities.
- vii) Stoppage, whether partial or total, on rivers and canals.
- viii) Any other cause beyond the control of the PURCHASER.

**7.0 GUARANTEED DISCHARGE RATES:**

7.1 The SUPPLIER shall deliver the MATERIALS free in vessel's holds in one or two safe berths, reachable on arrival always afloat at the nominated port of discharge.

7.2 The Master of the vessel shall make available all the hatches for discharge of cargo, throughout the period the vessel is worked for discharge of cargo, unless the MATERIALS in other hatches is completely discharged.

Subject to the provisions herein above, the average guaranteed discharge rate will be 20,000MT at mechanized berth or 15,000MT at other than mechanized berth PWWD of 24 consecutive hours basis 5 hatches on SHINC terms. SHINC provision shall be applicable after commencement of lay time.



## **8.0 STATEMENT OF FACTS (SOF):**

8.1 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 and distributed amongst.

- i) Master of the vessel/agents of the vessel at the port of discharge.
- ii) Agents / Representative(s), if any of the SUPPLIER at the port of discharge.
- iii) Representative of PURCHASER.

## **9.0 SETTLEMENT OF DEMURRAGE / DESPATCH MONEY ACCOUNT IN RESPECT OF EACH SHIPMENT:**

9.1 In the time sheet based on the aforesaid STATEMENT OF FACTS, the computation of laytime used shall be based on the provisions contained herein. Despatch, if any, shall be calculated on the basis of 'Working time saved'. The rate of demurrage / despatch shall be as stipulated in Charter Party relating to the vessel. The Supplier shall produce a copy of the Charter Party showing the rate of demurrage / dispatch to the Purchaser. In the case of despatch, the SUPPLIER shall remit the agreed amount of despatch to the PURCHASER. In the case of demurrage, the PURCHASER shall remit the agreed amount of demurrage to the SUPPLIER. The SUPPLIER / PURCHASER shall submit claim within 30 days of completion of discharge. The final settlement of the account of demurrage / despatch in respect of each vessel shall be effected directly between the SUPPLIER and the PURCHASER on the above basis, within 120 days from the date of discharge completion.

**PROFORMA OF BANK GUARANTEE (BG) FOR  
PERFORMANCE GUARANTEE (PG) BOND**

( To be submitted on Non-Judicial Stamp paper of the value of Indian Rupees of One Hundred and should have been issued in the name of the Bank issuing the BG & the date of sale of stamp paper should be prior to the date of the BG .)

To be established by any Nationalized / Scheduled Commercial Bank through their Branch / Associate Bank in Visakhapatnam and claim payable at Visakhapatnam whose address is also to be specified in the BG. Bonds issued by Co-operative banks are not accepted.

**PERFORMANCE BANK GUARANTEE**

**MMTC LIMITED,  
Visakhapatnam.**

- 1. WHEREAS, MMTC LIMITED, VISAKHAPATNAM (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., Visakhapatnam 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 the .....from time to time or to postpone for any time**

or from time to time, any of the powers exercisable by MMTC against the said .....and 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 THEIR .....DAY OF .....2018**

**Yours faithfully,  
For & on behalf  
of....**

**(Bank) address.**

**( BANKER'S  
SEAL)**

**ANNEXURE - III A OF ACCEPTANCE TO TENDER / AGREEMENT**

**CHECK LIST FOR BANK GUARANTEES**

**Name of the party submitting BG:**

**Party Code:**

**Tender No:**

**Name of the Bank issuing BG:**

**Branch issuing the BG:**

**BG No.:**

**BG Date:**

**BG Value:**

1	Is the BG as per the approved format of MMTC ?	Yes / No
2	Is the BG issued by the specified category of Banks (Scheduled commercial bank / Nationalized bank etc. as specified in the contract) ?	Yes / No
3	Is the BG executed on stamp paper of adequate value under the relevant state rules ?	Yes / No
4	Is the stamp paper obtained in the name of the bank issuing the BG ?	Yes / No
5	Is the date of sale of stamp paper prior to the date of the BG ?	Yes / No
6	Does the BG refer to the concerned agreement / Tender with reference to which the BG is issued ?	Yes / No
7	Does the BG bear the number, date and seal of the issuing Bank ?	Yes / No
8	Is the BG signed on all pages ?	Yes / No
9	Whether the name, designation & code number of the officer/officers signing the BG are mentioned against the signatures of respective officer/officers ?	Yes / No
10	Whether the BG validity period is as per the concerned contractual requirement ?	Yes / No
11	Whether the BG format contains a foot note regarding the details of the controlling office / higher authority from which confirmation regarding issuance of BG may also be obtained as given below:  "Issuance of this bank guarantee may also be got confirmed from our controlling branch / office / Higher Authority (Name & Address)"	Yes / No

**Note: The BGs can be accepted only when reply to all the above are 'Yes'**

**Signature of the Tenderer**

**Date: .....**

**DECLARATION REGARDING INCOME TAX**

**(on the letter head of the party to be submitted along with Techno-Commercial Bid)**

To

MMTC Ltd.,  
New Delhi-110003

Sub: Undertaking for foreign payments towards supply of .....(MATERIAL)

Ref: Acceptance to Tender (Contract) No. #.

\*\*\*

Dear Sirs,

This is to certify that ..... (Name and Address of the Party) is a tax resident of -----  
----- (Name of the country) in terms of Article ----- of the Double Taxation Avoidance  
Agreement (DTAA) between India and ----- (Name of the Country) and as certified by the  
Tax authorities of ----- (Name of the Country) in the enclosed Tax Residency Certificate  
along with self declaration Form 10F.

We do hereby also declare that the "Supply of .....(MATERIAL) activity in connection  
with the subject Contract have been / would be entirely executed on the high sea as off-shore  
supply i.e. no portion of the above activity will be executed from any Permanent  
Establishment" within India.

As such, any income arises under the price towards the above functions payable by MMTC  
against the subject contract as mentioned in (ref of relevant clause of price schedule) is  
subjected to Article ----- of India - ----- (Name of Country) DTAA, i.e. under the heads  
"Business Income".

We further declare that no activity is carried out in India in connection with that supply and that  
no Permanent Establishment is existing in India / no role is played by Permanent  
Establishment if any, exists. So as required under Article ----- of DTAA between India and ---  
----- (Name of the Country) the remittances under the above said supply contract is not  
chargeable to tax in India. Hence, as per Section 195 read with Section 90 (2) of the Indian  
Income Tax Act 1961, the responsibility of withholding tax on such remittance does not arise  
with MMTC. In case it is otherwise proved by the Income Tax authorities and any levy of taxes  
/ penalties on MMTC, M/s ----- (Name of the Party) shall indemnify MMTC on this  
account.

Yours faithfully,

(Name and designation of the person on behalf of the Supplier)

# To be Left blank by the Tenderer, and MMTC will fill up the contract /AT number in  
case of an Order is placed on the tenderer.

**Form No. 10F**

**[See sub-rule (1) of rule 21AB]**

**Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961**

I \_\_\_\_\_ \*son / daughter of Shri \_\_\_\_\_ in the capacity of \_\_\_\_\_ (designation) do provide the following information, relevant to the previous year \_\_\_\_\_, \*in my case/in the case of \_\_\_\_\_ for the purposes of sub-section (5) of \*section 90/section 90A : -

Sl. No.	Nature of information	Details #
(i)	Status (individual, company, firm etc.) of the assessee	
(ii)	Permanent Account Number (PAN) of the assessee if Allotted	
(iii)	Nationality (in the case of an individual) Or Country or specified territory of incorporation or registration (in the case of others)	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of \_\_\_\_\_ (name of country or specified territory outside India).

Signature: \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_

Permanent Account Number: \_\_\_\_\_

**Verification**

I \_\_\_\_\_ do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the \_\_\_\_\_ day of \_\_\_\_\_.

Place: \_\_\_\_\_

Signature of the person providing the information

**Notes :**

1. \* Delete whichever is not applicable.
2. # Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.”.

**PART – VIII OF TENDER DOCUMENTS**

**(GLOBAL TENDER NOTICE No. MMTC/STEEL/COKE/GT-002 dated 18/01/2018)**

**A) LETTER OF ASSURANCE OR AUTHORITY FROM LOW ASH METALLURGICAL COKE COKERY OWNER / PRODUCER**

To,  
General Manager (Steel),  
MMTC Limited,  
New Delhi-110003,

Dear Sir,

Sub: Your Tender Notice

We..... (name & address) an established and reputed **Low Ash Metallurgical Coke** Cokery owner / Producer of..... (name and address of Cokery) do hereby make an offer in response to the subject Invitation to Tender.

No Company / firm or individual are authorised to represent us in regard to this business against this specific Tender.

In the event, our offer being considered by MMTC for acceptance, we shall be responsible for the due and timely performance of the Acceptance to Tender / Agreement.

We hereby extend our full guarantee and warranty for the goods offered for supply against this Invitation to Tender.

Yours faithfully,  
(NAME)

for & on behalf of M/s.....

(Signature and Name of **Low Ash Metallurgical Coke** Cokery owner / Producer with seal)

**(Note:** This letter of authority should be on the Letter Head of **Low Ash Metallurgical Coke** Cokery owner / Producer and should be signed by a person competent and having the power of attorney to bind the **Low Ash Metallurgical Coke** Cokery owner / Producer).

(GLOBAL TENDER NOTICE No. MMTC/STEEL/COKE/GT-002 dated 18/01/2018)

**B) LETTER OF AUTHORITY FROM LOW ASH METALLURGICAL COKE COKERY OWNER / PRODUCER**

To  
General Manager (Steel),  
MMTC Limited,  
New Delhi-110003  
INDIA

Dear Sir,

Sub: Your Tender Notice.

We..... (name and address) an established and reputed **Low Ash Metallurgical Coke** Cokery owner / Producer of..... (name and address of Cokery) do hereby authorise M/s..... (Name and address of Seller) to make an offer in response to this invitation to Tender.

No Company/firm or individual other than M/s..... is authorised to represent us in regard to this business against this specific Tender.

In the event, the offer made by M/s ..... being considered by MMTC for both M/s..... and ourselves shall be jointly and severally responsible for the due and timely performance of the Acceptance to Tender / Agreement.

We hereby extend our full guarantee and warranty for the goods offered for supply against this Invitation to Tender by the above firm.

Yours faithfully,  
(NAME)

for & on behalf of M/s.....

(Signature and Name of **Low Ash Metallurgical Coke** Mine owner / Producer with seal)

(Note: This letter of authority should be on the Letter Head of **Low Ash Metallurgical Coke** Cokery owner / Producer and should be signed by a person competent and having the power of attorney to bind the **Low Ash Metallurgical Coke** Cokery owner / Producer).





## PART – IX OF TENDER DOCUMENTS

(GLOBAL TENDER NOTICE No. MMTC/STEEL/COKE/GT-002 dated 18/01/2018)

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

Place:.....

Date :.....

Witness 1.....

Name : .....

Address: .....

Witness 2.....

Name : .....

Address: .....

PART – X OF TENDER DOCUMENTS

(GLOBAL TENDER)

**Price Schedule for FREIGHT OFFER FOR `VISAKHAPATNAM  
PORT' (VPT) for Imported Supplies for a Parcel size of 30,000 MT  
+/-10%**

S.No.	Item	Pl. furnish the details
1	<b><u>FREIGHT RATE / MT FOR `VISAKHAPATNAM PORT'</u></b> <b>(US\$ / EURO in figures as well as in words)</b>	

.....  
Signature and Seal of the Tenderer

• **SPECIAL TERMS & CONDITIONS FOR E-TENDER:**

- a. Technical Bid is to be submitted in Physical mode only.
- b. Price bid can be submitted in electronic 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. THE PRICE BID SHOULD BE PUT IN AN ENVELOPE SUPER SCRIBING "PRICE BID FOR TENDER NO. MMTC/STEEL/COKE/GT-002 dated 18/01/2018.

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/COKE/GT-002 dated 18/01/2018."

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 GENERAL MANAGER, STEEL, 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.

**E-TENDER TERMS:**

1. OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL ([HTTPS://MMTC.ABCPROCURE.COM](https://mmtc.abcprocure.com)) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER ON LETTERHEAD.
2. THE BIDDER SHOULD HAVE LEGALLY VALID CLASS III DIGITAL SIGNATURE CERTIFICATE FROM THE LICENSED CERTIFYING AUTHORITIES OPERATING UNDER THE ROOT CERTIFYING AUTHORITY OF INDIA (RCAI), CONTROLLER OF CERTIFYING AUTHORITIES (CCA) OF INDIA FOR SUBMISSION OF THEIR BID ON MMTC'S E-PROCUREMENT PORTAL.
3. BIDDERS ARE REQUESTED TO REGISTER ON THE E-PROCUREMENT PORTAL. THE BIDDER SHOULD HAVE A VALID USER ID TO ACCESS E-PROCUREMENT PORTAL OF MMTC.  
**NOTE:** AFTER SUCCESSFUL SUBMISSION OF REGISTRATION DETAILS. PLEASE CONTACT M/S E-PROCUREMENT TECHNOLOGIES LIMITED (EPTL) (AS GIVEN BELOW), TO GET YOUR REGISTRATION ACCEPTED/ACTIVATED.

E-TENDERING REGISTRATION, DIGITAL SIGNATURE, USER ID / PROFILE ACTIVATION QUERIES	MR. HIMALAYA VAISHNAV	+91-9099090830/ +91-(79)-40016811 / 66 / 40 / 48	<a href="mailto:HIMALAY@ABCPROCURE.COM">HIMALAY@ABCPROCURE.COM</a>  <a href="mailto:INFO@ABCPROCURE.COM">INFO@ABCPROCURE.COM</a>
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4. BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.
5. THE INTERNET BROWSER USED SHOULD BE INTERNET EXPLORER VERSION 9.0 (32 BIT BROWSER ONLY) AND ABOVE. THE OPERATING SYSTEM SHOULD BE MICROSOFT WINDOWS VISTA / 7 AND ABOVE.
  - Operating System should be Windows Vista / Windows 7 and above.
  - System Access with Administrator Rights
  - Good Internet Connection.
  - Microsoft Internet Explorer 9.0 (32 bit browser only) or above
  - Valid Digital Signature Certificate(s) for users.
  - Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
    - Please enable ActiveX Controls & Plug-ins. (Tools → Internet Options → Security → Custom Level) - **Mandatory**



- Please add <https://mmtc.abcprocure.com> in to Trusted Website. (Tools→Internet Option → Security→ Trusted Sites→Sites→ Add this URL → Close) - **Mandatory**
  - Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
  - For more details, vendors are requested to download the document of “Minimum System Requirement” from the home page of <https://mmtc.abcprocure.com>
6. VENDORS SHOULD FULFILL ANY OTHER PRE-REQUISITES MENTIONED IN THE TENDER DOCUMENTS OF A SPECIFIC TENDER.
7. FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

<b>HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))</b>		
<b>Dedicated helpdesk for MMTC</b>		
Name	Email	Phone numbers
<b>Mr. Abhijeet Goware</b>	<a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a>	+91- 9265562826
<b>e-Tendering Services (Uploading / Bidding)</b>		
Pankesh Kumar	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>	079-40270507 / 91-9374519729
Kapil Purohit	<a href="mailto:kapil.purohit@eptl.in">kapil.purohit@eptl.in</a>	079-40270564
Rahul Dixit	<a href="mailto:rahul.dixit@eptl.in">rahul.dixit@eptl.in</a>	079-40270555
Radhika Chauhan	<a href="mailto:radhika@eptl.in">radhika@eptl.in</a>	079-40270566
-	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>	

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