



**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- 24381255/** Fax No: 011-24366362

E-mail: [kkpaul@mmtclimited.com](mailto:kkpaul@mmtclimited.com)

**NOTICE INVITING TENDER**

**NO.: TENDER NO.MMTC/STEEL/C&HC/16-17/Imports/GT- 001**

**DATED: 14-12-2016**

MMTC invites bids for IMPORT OF COKING COAL on behalf of NINL (Neelachal Ispat Nigam Limited, a steel plant with captive coke production unit, is a JV company of MMTC Limited) for 60,000MT +/-5% each of the following grades of Coking Coal from interested Overseas Parties (Grades of Coal Listed in Clause 3 of Tender). The Coal shall be freshly mined Straight Coal, unblended.

The techno commercial bids and Price bids have to be submitted physically by

1030 Hrs. IST on 03-1-2017

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/>



**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. 0091-11-24381255 Fax No: -0091-11-2436362**

E-mail: [kkpaul@mmtclimited.com](mailto:kkpaul@mmtclimited.com)

**NO.: TENDER NO.MMTC/STEEL/C&HC/16-17/Imports/GT- 001 DATED: 14<sup>th</sup> December 2016**

**SUB: TENDER FOR IMPORT OF 60,000MT +/- 5% each for three Grades of coking coal  
(a) Grade I(b) Grade II and (c) Grade III ; STRAIGHT COAL , UNBLENDED**

**1.**

- 1.1.** Invitation of bids from Coal producers owning coal mines/overseas coal suppliers / traders for supply of 60,000 (Sixty Thousand) Metric Tonne  $\pm$  5% (including shipping tolerance) of imported freshly mined prime quality washed/unwashed coking coal (size 0-50mm) to be shipped out during **Jan 15<sup>th</sup> to Mar15<sup>th</sup> 2017 at Paradip Port . Bidders to indicate load port and laycan in the bid. The discharge port shall be Paradip. Earnest Money Deposit / Bid Bond and Performance Guarantee are not payable by Suppliers supplying to Steel Authority of India Ltd. (SAIL) or Rashtriya Ispat Nigam Limited (RINL).** Further MTPL, Singapore is also exempted from submission of EMD/ bid bond & Performance Guarantee. MMTC reserves the right to postpone the deliveries by a period of upto 3 months beyond the contracted delivery period, without any additional financial implication to the PURCHASER. Both parcel size and shipping tolerance shall be at the PURCHASER'S/ Vessel owner's option.

DUE DATE FOR SUBMISSION OF BOTH TECHNICAL AND PRICE BIDS	10.30 HRS ; 3 <sup>rd</sup> JANUARY, 2017
DATE AND TIME FOR OPENING OF TECHNICAL BIDS	1100 HRS; 3 <sup>rd</sup> JANUARY, 2017
DATE AND TIME FOR OPENING OF PRICE BIDS (TENTATIVE)	15.30 HRS ; 3 <sup>rd</sup> JANUARY, 2017
OFFERS TO BE VALID UPTO	15 days from the date of opening price bids till 1730 HRS IST i.e ; 18 <sup>th</sup> January 2017

- 1.2. The offers are invited on FOB (T)/C&F basis (FO) Paradip port, India.**

- 1.3. For FOB(T) offers, MMTC shall make comparison table to arrive at L1 bidder based on C&F (FO) Paradip port, India.  
For comparison purpose following ocean freights shall be considered:**

Sr. No.	Port of Origin	Ocean Freight (US\$/MT)
1.	Australia/New Zealand	13

2.	Asian Continent (Including Asian Russia)	13
3.	African Continent	14
4.	North/South America	25
5.	Europe (Including European Russia)	27

- 1.4.** MMTC shall not be responsible for any difficulty in downloading of clear and complete tender documents from its website. The Bidders shall be deemed to have read and understood the complete tender documents uploaded by MMTC on its website.
- 1.5.** MMTC shall not be responsible for any delay, loss or non receipt of tender documents or tenders by post.
- 1.6.** Notwithstanding anything specified in this tender document, MMTC in its sole discretion, unconditionally and without having to assign any reason reserves to itself the rights: a) to accept or reject the lowest tender or any other tender or all the tenders, b) to accept any tender in full or part, c) to reject the offers not confirming to the tender terms.

## **2. Eligibility:**

- 2.1.** The tenders received from the following categories of Bidders only will be considered by MMTC:
- i) Established Coal Mining Agencies having ownership mining rights of coking coal mines and producing washed/unwashed coking coal or
  - ii) Coal Traders offering coking coal, duly backed by a Letter of Authority in original of the concerned coal Mining Agency as per the Proforma at Annexure I of this instructions to Bidders specifically authorizing the said Coking Coal Trader and no one else to make an offer in response to this invitation to Tender.

**3. TECHNICAL SPECIFICATIONS FOR HARD COKING COAL (SIZE 0-50 MM)****TECHNICAL SPECIFICATIONS FOR IMPORTED COKING COAL**

SL. NO.	TECHNICAL PARTICULARS	GRADE - I	ABSOLUTE TOLERANCE	GRADE - II	ABSOLUTE TOLERANCE	GRADE - III	ABSOLUTE TOLERANCE
(1)	(2)	(3)		(4)		(5)	
1	a) Size	0 to 50 mm		0 to 50 mm		0 to 50 mm	
	b) Fraction below 0.5 mm	25% max.	30% max.	25% max.	35% max.	25% max.	35% max.
2	Total Moisture (on as received basis)	10% max.	12% max.	10% max.	12% max.	10% max.	12% max.
3	Proximate Analysis (on air dried basis) (BS 1016 - 1973 Part 3)						
	a) Volatile Matter	22 to 26%	27% max.	24 to 28%	33% max.	24 to 32%	35% max.
	b) Ash	8.9% max.	10% max.	8.9% max.	10% max.	8.9% max.	10% max.
	c) Inherent Moisture	1.5% max.	2% max.	1.5% max.	2% max.	1.5% max.	2% max.
	d) Fixed Carbon	By Difference		By Difference		By Difference	
4	a) Phosphorus (BS 1016 - 1973)	0.08% max.		0.08% max.		0.08% max.	
	b) Sulphur (BS 1016 - 1973)	0.6% max.	0.8% max.	0.6% max.	0.8% max.	0.6% max.	0.8% max.
5	Crucible Swelling Number (CSN)	7.5 min.	6 min.	5 min.		3 min.	
6	a) Mean Max Reflectance (ISO 7404)	1.15 to 1.25	1.3	1.05 to 1.28	1.3 max.	0.85 to 1.15	0.85 min.
	b) Vitrinite Percentage (ISO 7404)	55 min	50 min.	50 min.	50 min.	45 min	45 min
	c) Vitrinite distribution V9 to V14 (ISO 7404)	90% min.	85% min.	75% min.		75% min.	
	d) Gieseler Plastometer Test (ASTM D-2639) Maximum Fluidity (ddpm)	600 min.	350 min	250 min.	200 min	200 min	200 min

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

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

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

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

The bidder has to quote the price of coking coal using the format enclosed at Price Bid (Part I): **Annexure I(A)- for Grade I, Annexure I(B)- for Grade II, Annexure I(C)- for Grade III** on the basis of FOB(T) or C&F, FO specifying port(s) of loading. Bidders must make offer in the appropriate format for the specific Grade of coal they are to offer in the tender.

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

- 5.1.** Minimum Bid Quantity: Bidder must quote for a minimum quantity of 60,000 MT +/- 5 % (shipping tolerance). The Bidder may bid for one or more Grades of Coal as per Clause 3 of Tender and must fill in the corresponding Price Bid in Price Bid (Part I): **Annexure I(A)- for Grade I, Annexure I(B)- for Grade II, Annexure I(C)- for Grade III.**
- 5.2.** PRICE BID should contain the details of Price offered as per enclosed at Price Bid (Part I): **Annexure I(A)- for Grade I, Annexure I(B)- for Grade II, Annexure I(C)- for Grade III** in Physical form. The bidder may please note that **the price bids shall be opened for the technically qualified bidders only.** Bidders have to submit separate bids for each Grade. The price bids shall be opened in the presence of bidders / authorized representatives who wish to be present for which they shall be informed / intimated after technical evaluation, as per bids received through electronic mode (Price Bid: Part II). Those witnessing price bid opening shall sign on behalf of their company on

the Tender Register. They shall also carry an Authorization letter from their company's (Authorized Signatory) for witnessing the Price bid opening, failing which they shall not be allowed to witness price bid opening.

- 5.3.** The bidder is specifically requested to note MMTC's specifications as stipulated under Clause 3, technical specifications above. In respect of ash, sulphur and Moisture the offers & consequent supplies (if materialized) outside the guaranteed specifications at Col 3 but within the absolute maximum/minimum as stipulated in Col 4 of technical specifications would be financially evaluated as per penalties as indicated in **Annexure-V**.
- 5.4.** BIDS SHALL BE EVALUATED BASED ON LOWEST LANDED C&F (FO) PRICE, Paradip Port, India. For FOB price quoted in the tender, MMTC shall arrive at C&F (FO) PRICE, Paradip Port, India by making comparison of ocean freights on the basis of following freights to arrive at landed price at Paradip port, India:

Sr. No.	Port of Origin	Ocean Freight (US\$/MT)
1.	Australia/New Zealand	13
2.	Asian Continent (Including Asian Russia)	13
3.	African Continent	14
4.	North/South America	25
5.	Europe (Including European Russia)	27

- 5.5.** Suitability of coal for usage in coke oven of buyer shall be as per the acceptance of the technical guidance/operations. Further, MMTC may accept/reject coal on account of the above without citing any reasons.
- 5.6.** MMTC also reserves the right to accept/reject the deviations in course of evaluating the tender on technical suitability/feasibility based on coke oven design.

## **6. BIDDERS' MINIMUM QUALIFYING REQUIREMENTS:**

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

- 6.1.** That the Bidder has the necessary technical & production capability necessary to perform the Contract. The bidder or Seller must demonstrate sound financial status. The bidders / supplier's annual turn-over should not be less than USD 50 Million (In INR it is approx. Rs350 Crs. approx) or its equivalent. Documentary proof including copy of certified audited annual accounts for last 2 years should be submitted.
- 6.2. EMD/Bid Bond:** Bid Bond / EMD of USD 100,000 for Grade-I, USD 80000 for Grade-II or USD 50000 for Grade-III or equivalent value in INR in format at **Annexure VII** in favour of MMTC Ltd., payable at New Delhi is required to be submitted in case the supplier is not a supplier to SAIL or RINL under EJC. Further MTPL, Singapore (subsidiary of MMTC) and other mining companies of coking coal are also exempted. Those suppliers and miners of coking coal, who seek waiver of EMD shall have to submit documentary proof. Bid received without EMD would be rejected. EMD shall not carry any interest. Non-acceptance of LOA, failure of signing the contract and / or establishing the performance guarantee within the time allowed shall be construed as a failure and the EMD shall be forfeited.

**7. VALIDITY OF THE OFFER:** Each Bidder shall keep their offer firm and valid for acceptance by MMTC till stipulated time & date as per Tender document.

**8. FORMAT FOR THE BID:**

**8.1.** Each page of the offer should be signed by the authorized officer(s) of the Bidder.

**9. STATEMENT OF DEVIATIONS:**

**9.1.** The Purchaser solicits bids in conformity with the terms and conditions as mentioned in their tender, without any deviations. However, if any Bidder is unable to accept any particular term or proposes any deviation there from, the Bidder shall enclose along with their offer, a Statement of Deviations as per **Annexure-III** given below clearly spelling out the deletions/deviations proposed, which will be evaluated.

**9.2.** The Bidder shall submit their bid confirming acceptance to all the terms and conditions of the Bidding Documents, except for the deletions/deviations specifically proposed by the bidder in their Bid. Bidder should mention "No Deviation "in the deviation sheet in case all tender terms and conditions are acceptable. MMTC reserves the right to accept or reject deviations, in course of evaluation of tender, on technical suitability/feasibility based on coke oven design.

**9.3.** In case improved specifications are offered by the bidder, no premium will be given.

**10. SEALING AND MARKING OF BIDS:**

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

**10.1. TECHNO-COMMERCIAL BID:** The envelope superscribing "**TECHNO-COMMERCIAL BID**" should contain documents specified at point 4.1 above. Any other document requested for in their tender, should also be submitted with Techno commercial bid.

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

IN CASE, THE BIDDER FACES DIFFICULTY IN SUBMITTING PRICE BID THROUGH ELECTRONIC MODE. THE BIDDERS ARE PERMITTED TO SUBMIT IN PHYSICAL MODE AS PER **ANNEXURE-I**. THE PRICE BID SHOULD BE PUT IN AN ENVELOPE SUPER SCRIBING "PRICE BID FOR TENDER NO. **MMTC/STEEL/C&HC/16-17/Imports/GT- 001 DATED: 14<sup>th</sup> December 2016.**

BOTH THE ENVELOPES, ONE CONTAINING THE TECHNICAL BID AND EMD AND THE OTHER CONTAINING THE PRICE BID (IN CASE OF PHYSICAL MODE) SHOULD BE PUT UP IN ANOTHER ENVELOPE SUPER SCRIBING "**MMTC/STEEL/C&HC/16-17/Imports/GT- 001 DATED: 14<sup>th</sup> December, 2016 for IMPORTED HARD COKING COAL.**"

SEALED BIDS SHOULD BE DROPPED IN THE TENDER BOX KEPT AT MMTC LIMITED, CORPORATE OFFICE, NEW DELHI OR THE SAME CAN ALSO BE SENT THROUGH SPEED POST/COURIER TO GENERAL MANAGER, STEEL, 3<sup>rd</sup> Floor, 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.

- 10.3.** Bids received by Email or fax and applications received beyond the tender closing time will be rejected outright.

**11.SUBMISSION & OPENING OF BIDS:**

**The bids to be submitted by 10.30 hours (IST) on 3<sup>rd</sup> January, 2017. The techno commercial bids are to be submitted in physical form in the tender box kept at Steel Division, MMTC Limited, 3<sup>rd</sup> Floor, Core-I, SCOPE Complex , 7 Institutional Area, Lodi Road, New Delhi-110 003, India. Part-I of the bids(Technical) shall be opened immediately after expiry of the deadline for submission of bids i.e. 1100 hours(IST)on 3<sup>rd</sup> January, 2017. The price bids of technically successful bidders only shall be opened at 1530 Hrs on 3<sup>rd</sup> January, 2017 (Tentative).**

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

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

**12.PERFORMANCE GUARANTEE:**

- 12.1.** Performance Guarantee in prescribed format as at **Annexure VIII** favouring MMTC Ltd., payable at New Delhi is required to be submitted in case the supplier is not a supplier to SAIL or RINL under EJC. Further, MTPL, Singapore (subsidiary of MMTC) and other mining companies of coking coal are also exempted. Those suppliers and miners of coking coal, who seek waiver of EMD shall have to submit documentary proof. Failure of signing the contract and / or establishing the performance guarantee within the time allowed shall be construed as a failure and the EMD shall be forfeited.
- 12.2.** THE PURCHASER SHALL ISSUE a Letter of Award to the successful bidder whose bid is accepted and the successful bidder shall sign the contract and execute a performance guarantee in the form of a Bank Guarantee (as per **Annexure VIII**) for an amount covering 5% (FIVE percent) of the contract value **in case the successful bidder is not a supplier to SAIL or RINL under EJC.** Further MTPL, Singapore (subsidiary of MMTC) and other mining companies of coking coal are also exempted. Those suppliers and miners of coking coal, who seek waiver of EMD shall have to submit documentary proof. Bid received without EMD would be rejected. EMD shall not carry any interest. Non-acceptance of LOA, failure of signing the contract and / or establishing the performance guarantee within the time allowed shall be construed as a failure and the EMD shall be forfeited.



- 12.3.** The duly signed contract and performance Bank guarantee as per our pro-forma shall reach the purchaser within 7 days from the date of issue of Letter of Award (LOA). Within 5 days after receipt of duly signed contract and performance guarantee, Letter of Credit shall be established by the Purchaser. PG issued by any scheduled bank in India / Foreign bank to be advised through their New Delhi branch, shall be acceptable. The PG Bond shall be kept valid and in full force and effect from the date of agreement till a period of 6 months from the date of delivery of the last consignment under the agreement. For this purpose, the date of Bill of Lading shall be the date of delivery in respect of each consignment. Non-acceptance of LOA, Non-signing of the contract/non-performance of the contract within the allowed period will be construed as a failure and the P.G. can be invoked.
- 12.4.** In the event of the failure of the Bidder to furnish PG Bond in the prescribed form and/or within the stipulated time, MMTC shall have the right to forfeit the EMD furnished by the Bidder, without prejudice to further recourse for breach of the Agreement

**13. Bidder shall submit the following supporting documents.**

- a. Bidder shall enclose an **Auditor's Certificate** indicating (i) annual turnover (ii) networth as on last annual balance sheet and (iii) past experience. Please enclose annual financial statement also.
- b. Bidder shall enclose a **Credit rating Report** from any one of the following agencies: (D&B, S&P, Moody's, ICRA, CRISIL, CARE). Credit rating report should be issued on or after **31<sup>st</sup> MARCH 2016**.
- c. Bidders shall enclose a **Bank reference report** issued on or after **31<sup>st</sup> MARCH 2016**.

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

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

- 14. In case of any queries please contact us at the following: Phone 91-11-24381255 / fax 91-11-24366362 / Email – [kkpaul@mmtclimited.com](mailto:kkpaul@mmtclimited.com)**

## **15.GENERAL CONDITIONS OF THE AGREEMENT**

### **1. SAMPLING AND ANALYSIS:**

- 1.1. The sampling and analysis of the materials delivered at the port of loading in each consignment shall be conducted in accordance with the relevant British standard specifications (BS specifications)/Specifications of the American Society for Testing and Materials (ASTM Specifications/Specifications of the International Organization Standard(ISO Specifications) **through internationally reputed independent Inspection Agency nominated, appointed and paid directly by the "Purchaser" and reimbursed by the SELLER subsequently but before final settlement of accounts with the Seller by the Buyer. Such an inspection agency shall issue a Certificate of Sampling and Analysis (2 Nos.) in original to the Seller.** The Purchaser at their option and at their own expense, may also depute his representative(s) to witness the sampling and analysis by the inspection agency at load port and may also obtain a part of the Load port sample for testing. The Seller shall provide necessary assistance in this regard to the Purchaser's representative(s). In case the actual specifications at load port exceed the guaranteed maximum/minimum specifications, penalties shall be applicable as per Annexure-VI.
  - 1.1.1. The gross sample of the MATERIALS delivered in each consignment, drawn for the purpose of determination of load port analysis, shall be divided into three parts.
  - 1.1.2. The first part of the composite sample shall be used by the independent inspection agency at load port for determination of the load port analysis.
  - 1.1.3. The second part of the composite sample shall be retained (for a period of six months) by the independent inspection agency at the load port in suitably packed and sealed condition and shall be treated as "PURCHASER SAMPLE".
  - 1.1.4. The third part of the composite sample shall be retained (for a period of six months) by the independent inspection agency at the load port in suitably packed and sealed condition and shall be treated as "LOADPORT REFEREE SAMPLE".
- 1.2. The SELLER shall furnish to the PURCHASER, the Certificate of Sampling and Analysis issued by the independent inspection agency at the load port indicating:

#### **LOADPORT ANALYSIS:**

- (a) Total Moisture
- (b) Proximate Analysis covering Ash and Volatile Matter.
- (c) Total Sulphur.
- (d) Crucible Swelling Number (CSN).
- (e) Mean Max. Reflectance of Vitrinite
- (f) Vitrinite Percentage
- (g) Vitrinite Distribution ( V9-V16)
- (h) Maximum Fluidity (DDPM)

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

ii) The Certificate should clearly specify that the coal loaded on the vessel, sample of which was analyzed by the Independent Inspection Agency at load port is \_\_\_\_\_ brand of freshly mines washed / unwashed straight coking coal and mined from \_\_\_\_\_ mine in \_\_\_\_\_.

- 1.3 The results of analysis of the MATERIALS carried out by the approved independent inspection agency at load port shall be final and shall form the basis of the SELLER'S invoice.
- 1.4 The supplies of the MATERIALS should be as per the guaranteed specifications specified in Annexure II of the Agreement. However, for any deviations in exceptional cases, in the Certificate of Sampling and Analysis at the Load port, referred to in Para 1.2 hereinabove, from the quality specifications laid down in Annexure-II to this Agreement, the SELLER shall allow rebate(s)/diminution in price in his invoice covering the delivery of the MATERIALS in the consignment where such deviations are noticed, as per **Annexure V**.
- 1.5 Utmost precaution shall be exercised by the SELLER at the time of delivery of each consignment to ensure that the Guaranteed Specifications stipulated at Col 3 of Technical Specifications to the Agreement are strictly complied with. The PURCHASER reserves the right to terminate the Agreement in case there are frequent deviations from the Guaranteed Specifications.

## 2. CHARGEABLE WEIGHT:

- 2.1 THE SELLER shall, at his cost, determine the weight of the MATERIALS delivered at the port of loading by means of draught survey which shall be conducted by internationally reputed Independent Inspection Agency at the load port, appointed by the SELLER and approved by the PURCHASER (through approved licensed marine surveyors) who shall issue the Certificate of Load port Draught Survey Weight.
- 2.2 The Draught Survey Weight Certificate showing the weight of cargo loaded on board the vessel shall contain the forward, aft and mid drafts, tank readings, density of seawater taken during the draft surveys.
- 2.3 Chargeable Weight for purpose of payment shall be calculated as per provisions of **Annexure V**.
- 2.4 The PURCHASER at his own cost, determine the weight of the MATERIALS delivered in each consignment at the destination port by means of draught survey which shall be conducted by the independent inspection agency (through approved marine surveyors) appointed by the PURCHASER and paid directly by the Purchaser . The SELLER may at his option and at his own expense, depute his representative to be present at the time of determination of the Destination Port Draught Survey Weight.

## 3. QUALITY AND WEIGHT VARIATIONS MATERIAL DIFFERENCES

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

- 3.2 The Purchaser may request the SELLER to send the PURCHASER SAMPLE as mentioned in Para 1.1.3 hereinabove, to a designated Inspection Agency at no additional cost to the PURCHASER. The PURCHASER may carry out analysis on the sample. The cost of analysis would be borne by the PURCHASER.
- 3.3 In case the PURCHASER on analyzing the PURCHASER SAMPLE finds the results to be at adverse variance from the Loadport analysis, the PURCHASER shall report such discrepancy to the SELLER and the PURCHASER and the SELLER shall meet to investigate the reasons for such discrepancies in order to reach a mutually agreeable solution.
- 3.4 In case the SELLER contests the validity of the analysis results of the PURCHASER SAMPLE, the SELLER shall forward the LOADPORT REFEREE SAMPLE for Umpire analysis for properties showing such adverse variance, to an Independent internationally reputed Inspecting Agency nominated by Buyer and which should be acceptable to Seller. The Umpire's finding, which shall be promptly obtained, shall be final and binding on both parties. The cost of Umpire analysis shall be borne by the losing party.
- 3.5 In case the Umpire analysis of the LOADPORT REFEREE SAMPLE is at adverse variance as mentioned hereinabove, the Purchaser and the Seller shall mutually make an assessment of the loss suffered by the Purchaser and the Purchaser shall be entitled to rebate/diminution in price in respect of the said consignment on the basis of this assessment.
- 3.6 In case the Umpire analysis is at adverse variance as mentioned hereinabove in any two consignments (i.e. shipments), the PURCHASER shall have the right to terminate this Agreement at the risk and cost of the SELLER.

NOTE: Call on finalization of Independent Inspection Agency at loadport shall be finally approved by Purchaser.

#### **4. INSURANCE :**

The PURCHASER shall at his own expense, arranges for suitable marine insurance cover for the MATERIALS delivered by the SELLER, the SELLER shall **within three working days** from the date of Bill of Lading intimate to the PURCHASER by E-mail: kkpaul@mmtclimited.com, the Agreement number, the port of loading, the name of the vessel, the quantity of the MATERIALS loaded on board the vessel as per Loadport Draught Survey Weight and value thereof, the Bill of Lading number and date, the date of sailing of the vessel, the name of the destination port and the expected date of arrival of the vessel at the destination port. The SELLER shall fax the message twice to ensure clear receipt of the message by the PURCHASER. The SELLER shall also furnish vessel details/documents required for arranging insurance cover 5 working days prior to sailing date of the vessel.

#### **5. LIQUIDATED DAMAGES :**

In the event of the SELLER'S failure to deliver the required MATERIALS within the time(s) specified in the Agreement for delivery, the SELLER shall have to pay as liquidated damages (and not by way of penalty), a sum equivalent to one percent of the price of any MATERIALS which the SELLER has failed to deliver, as aforesaid, for each and every month of delay or part thereof provided, however, such liquidated damages shall not apply to any

period of extension granted by the PURCHASER/under Force Majeure conditions given under para 16 herein below. The maximum amount of Liquidated Damages levied on any shipment will not exceed 10% of the value of the MATERIALS in that shipment. Delivery of the MATERIALS after the same shall become liable for levy of liquidated damages under this Clause and shall not operate as a waiver of PURCHASER's right to levy liquidated damages.

## **6. DEFAULT AND RISK PURCHASE:**

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

- 6.1. 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 Order 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 Order 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 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 Clause hereinafter.
- 6.2. The cancellation of the Order as stated in Clause No. 6. 1 herein above may be either for whole or part of the Order at PURCHASER's option. In the event of the PURCHASER terminating the Order 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 Order by the PURCHASER, the SELLER shall continue the performance of the Order to the extent it is not terminated under the provisions of this Clause.

## **7. RECOVERY OF SUMS DUE:**

- 7.1. Whenever under this Order 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 Order 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 Order.

## **8. TRANSFER AND SUB-LETTING**

- 8.1. The SELLER shall not sublet, transfer, assign, or otherwise part with the order or any part thereof, either directly or indirectly, without the prior written permission of the PURCHASER. In the event of SELLER contravening this condition, the Purchaser shall be entitled to cancel the order and to purchase the same material elsewhere on the seller's account and at his risk and cost.

- 8.2. The SELLER shall be entirely responsible for the execution of the order 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 organization acceptable to the PURCHASER.

**9. RESPONSIBILITY:**

The PURCHASER on the one hand and the SUPPLIER on the other hand shall be responsible for the performance of all their respective obligations under this Order.

**10. CLEARANCES:**

It shall entirely be the responsibility of the SUPPLIER to obtain all clearances as may be required for export of the MATERIAL to the PURCHASER and he shall keep the PURCHASER indemnified for any losses which may accrue to the PURCHASER because of any defect therein. The SUPPLIER should be a legal owner of the material for the purpose of sale to the PURCHASER.

**11.TERMS OF PAYMENT:**

The PURCHASER shall establish irrevocable Letter(s) of Credit on shipment to shipment basis covering approximate value of each shipment upon nomination of vessel. Such Letter of Credit shall be valid for a period of 45 days from the date of opening, for shipment and negotiation provided that all the terms and conditions of this L/C are strictly complied with and negotiating bank has sent authenticated swift certificate to that effect, the negotiating Bank will be authorized to claim reimbursement after 5 (five) banking days of the date of receipt of documents at counters of the L/C opening bank. All Bank charges in India connected with opening of L/C, amendment of L/C relating to increasing its value and also Bank charges connected therewith, will be for the Buyer's account. In case the Seller desires any amendment, the expenses shall be for the Seller's account. Documents presented within the validity of L/C shall be acceptable. Stale Bill of Lading and Third party Commercial Invoice shall not be acceptable.

Confirmation of the L/C can be arranged at the cost of the seller. Transferable L/C is not acceptable. L/C to provide for payment on sight on submission of standard shipping documents duly complying with the provisions of terms of LC. The documents constituting standard shipping documents are as under:

- 11.1. 2/3 sets of original clean on Board Bill(s) of Lading made out to order and blank endorsed marked Notify "MMTC Ltd., Alok Bharati Complex, 7<sup>th</sup> Floor, Sahid Nagar, Bhubneshwar 751 007, INDIA". The Bills of Lading must be issued in 'CONGENBILL FORM' only.

**Note:** Charter Party Bill(s) of Lading marked "Freight Pre-paid" (in case of C&F(FO) basis) or "Freight payable" as per Charter Party(in case of FOB(T) Basis will be acceptable.

- 11.2. Signed Commercial Invoices-in quadruplicate.

- 11.3. Certificate of Sampling and Analysis issued by the independent inspection agency at load port clearly specifying that the sampling and analysis pertains to the named Brand loaded on the vessel – in duplicate. On no account, the Analysis result of any technical parameter shall exceed the absolute maximum/absolute minimum tolerance limit stipulated under Column 4 of Technical Specifications vide **Annexure-II** to this Agreement.

- 11.4. Certificate of Origin issued by Chamber of Commerce or a similar authorized agency in duplicate.
- 11.5. Loadport Draught Survey Weight Certificate issued by the independent inspection agency of repute at loadport-in triplicate.
- 11.6. SELLER'S Certificate-in quadruplicate, confirming that (a) one negotiable copy of the Bill of Lading alongwith four non-negotiable copies of Bill of Lading (b)( two non-negotiable copies of Commercial Invoice(s) six copies of the Certificate of Sampling and Analysis at loadport (d) two copies of Certificate of Origin (e) two copies of Loadport Draught Survey Weight Certificate and (f) copy of SELLER'S Fax/e-mail advice of shipment to the PURCHASER referred to in hereinabove, have been sent through Courier Service direct to the PURCHASER at ""MMTC Ltd., Alok Bharati Complex, 7<sup>th</sup> Floor, Sahid Nagar, Bhubneshwar 751 007, INDIA", within seven days from the date of Bill(s) of Lading.
- 11.7. Copy of SELLER'S FAX/e-mail advice of shipment to the PURCHASER in quadruplicate.
- 11.8. Within 7 (seven) days from the date of Bill of Lading in respect of each consignment, the SELLER shall send through Courier Service, direct to the PURCHASER at "MMTC Ltd., Alok Bharati Complex, 7<sup>th</sup> Floor, Sahid Nagar, Bhubneshwar 751 007, INDIA", the following documents in respect of each shipment:
- (a) One negotiable copy of Bill of Lading alongwith four non-negotiable copies.
  - (b) Two non-negotiable copies of Commercial Invoice.
  - (c) Six copies of the Certificate of Sampling and Analysis at loadport.
  - (d) Two copies of Certificate of Origin.
  - (e) Two copies of loadport Draught Survey Weight Certificate.
  - (f) Copy of SELLER'S FAX/e-mail advice of shipment to the PURCHASER referred hereinabove.
- 11.9. The SELLER shall email copies of signed Bills of Lading, Commercial Invoice, Certificate of Sampling and Analysis, Certificate of Origin and Loadport Draft Survey Certificate, Seller's Certificate stated at Clause 11.8 hereinabove and Seller's advice to shipment stated at Clause 11.7 hereinabove to the PURCHASER at e-mail [kkpaul@mmtclimited.com](mailto:kkpaul@mmtclimited.com) with the scanned documents within 5 working days after the Bill of Lading Date.

In case of amendment of LC on request of Seller, the charges so incurred shall be payable by Seller.

The Invoices so raised by Seller should follow provisions of **Annexure V** pertaining to penalty for deviations.

MMTC reserves the right to request the supplier for hatch wise Bill of Ladings/ split B/L's.

## **12. TERMS OF DELIVERY:**

The period of delivery is the essence of this tender.

For any delay in clearance at the port of destination on account of non supply of shipping documents in time and / or due to faulty documents, the Seller would be held responsible for

any demurrage, port rent etc. which the purchaser may become liable to pay to the authorities at the discharge port in India.

The terms of delivery of the MATERIALS shall be as per **Annexure – VI.**

### **13. TAXES & DUTIES:**

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

### **14. EXPORT LICENCE :**

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

### **15. ARBITRATION:**

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

### **16. FORCE MAJEURE:**

- 16.1. If either the SELLER or the PURCHASER be prevented from discharging its or their obligation under their Agreement by reason of restraints by Government or people , war, blockade, revolution, insurrection, mobilization, strikes, civil commotions, Acts of God, plague or other epidemics, destruction of the MATERIALS by fire or flood or other natural calamity interfering with the production , loading or discharge , the time for delivery shall be extended by the time or times not exceeding one **month**, during which loading or discharge is prevented by any such causes as hereinabove mentioned. The party invoking protection under their clause shall within 15(fifteen) days of the occurrence of force majeure causes put the other party on notice supported by Certificate from the Chamber of Commerce or concerned Government Authority and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the Party/Parties at the earliest and within 15 (fifteen) days from the cessation of the force majeure causes.
- 16.2. Should there be any interruption in the delivery of the MATERIALS due to force majeure circumstances detailed in the Para 16.1 herein above, it is hereby mutually agreed between the PURCHASER and the SELLER that the period of off-take of the MATERIALS by the PURCHASER/period of delivery of the MATERIALS by the SELLER shall automatically stand extended by a period not exceeding one month, equal to the actual duration of the causes interrupting the off take by the PURCHASER and/or delivery of the MATERIALS by the SELLER plus a period of six weeks to enable the affected party to make suitable arrangements for resumption/ normalization of shipments.



#### **17. APPLICABLE LAWS :**

- 17.1. Their Agreement shall be governed by and construed according to the laws of India for the time being in force.
- 17.2. To interpret all the commercial terms and abbreviations used herein which have not been otherwise defined, the rules of "INCOTERMS 2010" shall be applied

#### **18. LIABILITY OF GOVT. OF INDIA:**

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

#### **19. Declaration:**

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

**Enclosures:**

1	Proforma for Price Bid	Part I (Annexure- IA, IB, IC) and Part II
2	Technical Specifications of HCC offered by Supplier	Annexure -II
3	Deviation Statement	Annexure -III
4	Proforma for Shipping / Loadport details	Annexure- IV
5	Penalty for Deviation for HCC	Annexure- V
6	Shipping Terms & Conditions	Annexure- VI
7	Bid Bond Proforma for EMD*	Annexure- VII
8	Performance Guarantee format	Annexure- VIII
9	Declaration	Annexure- IX
10	Integrity Pact	Annexure- X
11	Letter of Authorization	Annexure- XI
12	Application Form for Empanelment of Suppliers	Annexure- XII
13	List of Reputed International Test Houses	Annexure- XIII

\*In case, Bidders seek exemption, they will have to submit proof for exemption of EMD/PG.

**GM (Steel)**

**PRICE BID (PART I):**

**ANNEXURE –IA**

**TENDER NO.MMTC/C&HC/16-17/Imports/GT- 001**

**DATED: 14-12-2016**

**PROFORMA FOR PRICE BID( GRADE I as per Clause 3 of Tender)**

1. Name of the Bidder \_\_\_\_\_ :
2. Address \_\_\_\_\_ :
3. (a) Brand/Name of freshly mined prime Quality washed  
/ unwashed coking coal(Grade I) offered \_\_\_\_\_ :
- (b) Country of origin of the Coal \_\_\_\_\_ :

**NOTE: Bidder who wishes to offer on FOB T basis should fill in 4(a) below, and for comparison purpose the bidder shall consider freight rates as per Table 1.3.**

**Bidder who wishes to offer on C&F, FO basis should fill in 4(b) below. The bidder should fill in either 4(a) or 4(b) and not both else it will result in rejection of the bid.**

4. Price quoted per metric ton Bidder shall fill up either 4(a) or 4(b) and not both:

**EITHER**

a) In case bidder wishes to submit FOBT offer:

FOB (Trimmed) \_\_\_\_\_ US\$.....  
(In figures as well as in words)  
Port/s of Loading(To be indicated compulsorily): \_\_\_\_\_

Note : Freight to be taken as per Table 1.3 for evaluation purpose.

**OR**

b) In case Bidder wishes to submit C&FFO Offer:

C&F (Free Out) \_\_\_\_\_ US\$.....  
Paradip (in figures as well as in words)

Note: The vessel Dimensions should be suitable for berthing at Paradip Port without lighterage.

Break up of C&F(FO) price quoted above \_\_\_\_\_ US\$ : \_\_\_\_\_  
FOB(T) component.

Freight \_\_\_\_\_ US\$ : \_\_\_\_\_  
Total C&F(FO) price per metric ton \_\_\_\_\_ US\$ : \_\_\_\_\_

**Break-up of cost and freight for discharge at Paradip should be indicated separately, distinctly and invariably under C&F(FO) quotation.**

MMTC reserves the right to conclude the contract on FOB(T) or C&F(FO) basis. Bidders can, therefore, quote FOB(T) or C&F(FO) price. The C&F (FO) price should be on Paradip port basis.

**5. Quantity offered:\_\_\_\_\_Metric Tons**

**6.** Total value of the Quantity offered  
On C&F (FO) basis : US\$

OR

On FOB(T) basis : US\$

**7. Validity of the Offer expires on :**

**8. Shipment \*----- : 15<sup>TH</sup> January 2017 to 15<sup>th</sup> March 2017**

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

**(\*) Bidder to indicate lay can**

**(NAME OF THE BIDDER)**

Note: Freight rates for Comparison purpose on C&F basis as per Clause 1.3 of the tender.

**ANNEXURE –IB**

**TENDER NO.MMTC/C&HC/16-17/Imports/GT- 001**

**DATED: 14-12-2016**

**PROFORMA FOR PRICE BID ( GRADE II as per Clause 3 of Tender)**

1. Name of the Bidder \_\_\_\_\_ :
2. Address \_\_\_\_\_ :
3. (a) Brand/Name of freshly mined prime Quality washed  
/ unwashed coking coal(Grade II) offered \_\_\_\_\_ :
- (b) Country of origin of the Coal \_\_\_\_\_ :

**NOTE: Bidder who wishes to offer on FOB T basis should fill in 4(a) below, and for comparison purpose the bidder shall consider freight rates as per Table 1.3.**  
**Bidder who wishes to offer on C&F, FO basis should fill in 4(b) below. The bidder should fill in either 4(a) or 4(b) and not both else it will result in rejection of the bid.**

4. Price quoted per metric ton Bidder shall fill up either 4(a) or 4(b) and not both:

**EITHER**

a) In case bidder wishes to submit FOBT offer:

FOB (Trimmed) \_\_\_\_\_ US\$.....  
(In figures as well as in words)  
Port/s of Loading(To be indicated compulsorily): \_\_\_\_\_  
Note : Freight to be taken as per Table 1.3 for evaluation purpose.

**OR**

b) In case Bidder wishes to submit C&FFO Offer:

C&F (Free Out) \_\_\_\_\_ US\$.....  
Paradip (in figures as well as in words)

Note: The vessel Dimensions should be suitable for berthing at Paradip Port without lighterage.

Break up of C&F(FO) price quoted above US\$ : \_\_\_\_\_  
FOB(T) component. US\$ : \_\_\_\_\_  
Freight US\$ : \_\_\_\_\_  
Total C&F(FO) price per metric ton US\$ : \_\_\_\_\_

**Break-up of cost and freight for discharge at Paradip should be indicated separately, distinctly and invariably under C&F(FO) quotation.**

MMTC reserves the right to conclude the contract on FOB(T) or C&F(FO) basis. Bidders can, therefore, quote FOB(T) or C&F(FO) price. The C&F price should be on Paradip port basis.

**5. Quantity offered:\_\_\_\_\_Metric Tons**

**6.** Total value of the Quantity offered  
On C&F (FO) Basis : US\$  
  
OR  
On FOB(T) basis : US\$

**7. Validity of the Offer expires on :**

**8. Shipment \*----- : 15<sup>TH</sup> January 2017 to 15<sup>th</sup> March 2017**

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

**(\*) Bidder to indicate lay can**

**(NAME OF THE BIDDER)**

**Note: Freight rates for Comparison purpose on C&F basis as per Clause 1.3 of the tender.**

**ANNEXURE –IC**

**TENDER NO.MMTC/C&HC/16-17/Imports/GT- 001**

**DATED: 14-12-2016**

**PROFORMA FOR PRICE BID( GRADE III as per Clause 3 of Tender)**

1. Name of the Bidder \_\_\_\_\_ :
2. Address \_\_\_\_\_ :
3. (a) Brand/Name of freshly mined prime Quality washed  
/ unwashed coking coal offered (Grade III) \_\_\_\_\_ :
- (b) Country of origin of the Coal \_\_\_\_\_ :

**NOTE: Bidder who wishes to offer on FOB T basis should fill in 4(a) below, and for comparison purpose the bidder shall consider freight rates as per Table 1.3.**

**Bidder who wishes to offer on C&F, FO basis should fill in 4(b) below. The bidder should fill in either 4(a) or 4(b) and not both else it will result in rejection of the bid.**

4. Price quoted per metric ton Bidder shall fill up either 4(a) or 4(b) and not both:

**EITHER**

a) In case bidder wishes to submit FOBT offer:

FOB (Trimmed) \_\_\_\_\_ US\$.....  
(In figures as well as in words)  
Port/s of Loading(To be indicated compulsorily): \_\_\_\_\_

Note : Freight to be taken as per Table 1.3 for evaluation purpose.

**OR**

b) In case Bidder wishes to submit C&FFO Offer:

C&F (Free Out) \_\_\_\_\_ US\$.....  
Paradip (in figures as well as in words)

Note: The vessel Dimensions should be suitable for berthing at Paradip Port without lighterage.

Break up of C&F(FO) price quoted above \_\_\_\_\_ US\$ : \_\_\_\_\_  
FOB(T) component.

Freight \_\_\_\_\_ US\$ : \_\_\_\_\_  
Total C&F(FO) price per metric ton \_\_\_\_\_ US\$ : \_\_\_\_\_

**Break-up of cost and freight for discharge at Paradip should be indicated separately, distinctly and invariably under C&F(FO) quotation.**

MMTC reserves the right to conclude the contract on FOB(T) or C&F(FO) basis. Bidders can, therefore, quote FOB(T) or C&F(FO) price. The C&F (FO) price should be on Paradip port basis.

**5. Quantity offered:\_\_\_\_\_Metric Tons**

**6.** Total value of the Quantity offered  
On C&F (FO) Basis : US\$  
  
OR  
On FOB(T) basis : US\$

**7. Validity of the Offer expires on :**

**8. Shipment \*----- : 15<sup>TH</sup> January 2017 to 15<sup>th</sup> March 2017**

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

**(\*) Bidder to indicate lay can**

**(NAME OF THE BIDDER)**

**Note: Freight rates for Comparison purpose on C&F basis as per Clause 1.3 of the tender.**



**PRICE BID (PART II)**

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

IN CASE, THE BIDDER FACES DIFFICULTY IN SUBMITTING PRICE BID THROUGH ELECTRONIC MODE. THE BIDDERS ARE PERMITTED TO SUBMIT IN PHYSICAL MODE AS PER Part I **ANNEXURE-IA, IB and IC**. THE PRICE BID SHOULD BE PUT IN AN ENVELOPE SUPER SCRIBING "PRICE BID FOR TENDER NO. **MMTC/STEEL/C&HC/16-17/Imports/GT- 001 DATED: 14<sup>th</sup> December 2016**.

BOTH THE ENVELOPES, ONE CONTAINING THE TECHNICAL BID AND EMD AND THE OTHER CONTAINING THE PRICE BID (IN CASE OF PHYSICAL MODE) SHOULD BE PUT UP IN ANOTHER ENVELOPE SUPER SCRIBING "TENDER NO. **MMTC/STEEL/C&HC/16-17/Imports/GT- 001 DATED: 14<sup>th</sup> December 2016** FOR IMPORTED COKING COAL.

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

**CONTACT PERSON:** GM, PH.NO. 91- 11- 24381255

**□ SPECIAL TERMS & CONDITIONS IF PRICE BID SUBMITTED IN ELECTRONIC MODE.**

E-TENDER IS AVAILABLE ON MMTC E-PROCUREMENT WEBSITE [URL:-https://mmtc.eproc.in](https://mmtc.eproc.in) FOR ONLINE BIDDING PROCESS. FOR THEIR, BIDDER IS REQUIRED TO OBTAIN MINIMUM CLASS III DIGITAL SIGNATURE (MEANT FOR E-TENDERING) FROM ANY OF CERTIFYING AUTHORITY RECOGNIZED BY CONTROLLER OF CERTIFYING AUTHORITY ([www.cca.gov.in](http://www.cca.gov.in)) AND HAVE TO REGISTER WITH E-PROCUREMENT PORTAL [URL:-https://mmtc.eproc.in](https://mmtc.eproc.in) (A ONETIME ACTIVITY) INDEPENDENT OF EACH OTHER AS GIVEN BELOW.

**PROCEDURE FOR OBTAINING DIGITAL CERTIFICATE:-**

THE BIDDER SHOULD OBTAIN DIGITAL CERTIFICATE TO PARTICIPATE IN THE TENDER. THE PROCEDURE FOR OBTAINING DIGITAL CERTIFICATE IS GIVEN IN THE WEB SITE [URL:- https://mmtc.eproc.in](https://mmtc.eproc.in) IN CASE OF ANY DIFFICULTY EITHER MAIL OR TALK TO THE TECHNICAL SUPPORT ENGINEER, WHOSE CONTACT DETAILS ARE GIVEN BELOW.

***NOTE: CLASS III DIGITAL SIGNATURE CERTIFICATE (DSC) IS MANDATORY TO PARTICIPATE IN E-TENDERING. PARTICIPATING BIDDERS HAVE TO MAKE SURE THAT THEY HAVE THE VALID DSC IN THEIR NAME. IF NOT, THEY CAN PROCURE FROM ANY OF THE RAS APPROVED BY CCA. MINIMUM TIME TO PROCURE DSC IS 5 WORKING DAYS.***

**PROCEDURE FOR REGISTERING IN E-PROCUREMENT PORTAL:-**

FURTHER, THE BIDDER WILL HAVE TO REGISTER WITH MMTC'S E-PROCUREMENT PORTAL. FOR REGISTERING, PLEASE GO TO [URL:-https://mmtc.eproc.in](https://mmtc.eproc.in) AND FOLLOW THE DIRECTIONS. IN

CASE OF ANY DIFFICULTY EITHER MAIL OR TALK TO THE TECHNICAL SUPPORT ENGINEER, WHOSE CONTACT DETAILS ARE GIVEN BELOW.

FOR ANY ASSISTANCE ON E-BIDDING PROCESS, PLEASE CONTACT MR. RAHUL SHARMA, TECHNICAL SUPPORT ENGINEER – EMAIL ID [rahul.sharma@c1india.com](mailto:rahul.sharma@c1india.com), MOBILE PHONE +91-9810605992 OR MS. NEETI BALA CHANDRAA - EMAIL ID [neeti.bala@c1india.com](mailto:neeti.bala@c1india.com), MOBILE PHONE +91-9958000492.

MMTC reserves the right to cancel their tender without assigning any reason.

**ANNEXURE –II****TENDER NO.MMTC/C&HC/16-17/Imports/GT- 001; DATED: 14-12-2016****SPECIFICATION OF FRESHLY MINED, WASHED STRAIGHT , UNBLENDED COKING COAL OFFERED BY SUPPLIER (SIZE 0 TO 50MM) to be submitted with Part 1 of Bid:**

SL. NO.	TECHNICAL. PARTICULARS	GRADE - I	ABSOLUTE TOLERANCE	GRADE - II	ABSOLUTE TOLERANCE	GRADE - III	ABSOLUTE TOLERANCE
(1 )	(2)	(3)		(4)		(5)	
1	a) Size	0 to 50 mm		0 to 50 mm		0 to 50 mm	
	b) Fraction below 0.5 mm	25% max.	30% max.	25% max.	35% max.	25% max.	35% max.
2	Total Moisture (on as received basis)	10% max.	12% max.	10% max.	12% max.	10% max.	12% max.
3	Proximate Analysis (on air dried basis) (BS 1016 - 1973 Part 3)						
	a) Volatile Matter	22 to 26%	27% max.	24 to 28%	33% max.	24 to 32%	35% max.
	b) Ash	8.9% max.	10% max.	8.9% max.	10% max.	8.9% max.	10% max.
	c) Inherent Moisture	1.5% max.	2% max.	1.5% max.	2% max.	1.5% max.	2% max.
	d) Fixed Carbon	By Difference		By Difference		By Difference	
4	a) Phosphorus (BS 1016 - 1973)	0.08% max.		0.08% max.		0.08% max.	
	b) Sulphur (BS 1016 - 1973)	0.6% max.	0.8% max.	0.6% max.	0.8% max.	0.6% max.	0.8% max.
5	Crucible Swelling Number (CSN)	7.5 min.	6 min.	5 min.		3 min.	
6	a) Mean Max Reflectance (ISO 7404)	1.15 to 1.25	1.3	1.05 to 1.28	1.3 max.	0.85 to 1.15	0.85 min.
	b) Vitrinite Percentage (ISO 7404)	55 min	50 min.	50 min.	50 min.	45 min	45 min
	c) Vitrinite distribution V9 to V14 (ISO 7404)	90% min.	85% min.	75% min.		75% min.	

d) GieselerPlastometer Test (ASTM D-2639) Maximum Fluidity (ddpm)	600 min.	350 min	250 min.	200 min	200 min	200 min
--	----------	---------	----------	---------	---------	---------

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

(Name & Signature of Bidder)

Date:

Place:

**ANNEXURE – III****TENDER NO.MMTC/C&HC/16-17/Imports/GT- 001; DATED: 14-12-2016****TENDER TERMS DEVIATION STATEMENT FORM (to be submitted with Part – 1)**

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

S. No	Clause/ Para	Deviation	Remarks

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

a) Suitability of coal for usage in coke oven of buyer shall be as per the acceptance of the technical guidance/operations. Further, MMTC may accept/reject coal on account of the above without citing any reasons.

b) MMTC also reserves the right to accept/reject the deviations in course of evaluating the tender on technical suitability/feasibility based on coke oven design.

(Name, Signature and seal of the bidder)

Date:

Place:

**ANNEXURE- IV****TENDER NO.MMTC/C&HC/16-17/Imports/GT- 001; DATED: 14-12-2016  
PROFORMA FOR SHIPPING/LOADPORT DETAILS**

1.	Quantity offered (To be same as indicated in Price Bid as applicable)	:	..... metric tons
2.	Name and Location of Port of Loading	:	.....
3.	Restrictions, if any, (as to vessel dimensions etc.) at the Port of Loading, type and size of vessel	:	.....
4.	Coal Loading facilities at the Loadport (Viz. whether Automatic /manual ship loaders, shore grabs etc.),	:	.....
5.	Clearance dimensions of the coal loading gantries	:	.....
6.	Sailing draught at the Loadport	:	.....
7.	Amount of Taxes/Levies/ Dues, if any, payable by ship-owners at the Port of Loading,	:	US \$.....
8.	Stowage Factor	:	.....
9.	Bidders confirmation that the above Mentioned load port conforms to the International Ship and Port Facility Security (ISPS) code stipulated by the International Maritime Organization.	:	

**THE BIDDER AGREES 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 BIDDERS TO COMPLY WITH THE ISPS CODES REQUIREMENTS AND/ OR THE LOADPORT NOT CONFORMING WITH THE ISPS CODES AND NON-COMPLIANCE TO AS STATED IN CLAUSE relating to Taxes and Duties under 'GENERAL CONDITIONS OF THE AGREEMENT' HEREINABOVE AND ANY DELAYS CAUSED BY SUCH FAILURES SHALL BE TO BIDDER'S ACCOUNT.**

**Note:** Filled in Proforma to be submitted by the Bidder **with** (Techno-Commercial) Bid.

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

**(NAME OF THE BIDDER)**

**ANNEXURE- V****TENDER NO.MMTC/C&HC/16-17/Imports/GT- 001; DATED: 14-12-2016****PENALTY FOR DEVIATION FOR COKING COAL/ PENALTIES FOR EVALUATION OF OFFERS  
FOR COKING COAL**

Sl. No	Technical Particulars	Basis for application of <b>Penalty</b> in price for evaluation of <b>Guaranteed Specifications</b>	Penalty in price in US\$ per MT
1	2	3	4
(i)	Ash	Penalty for every increase of 0.5% (Fractions pro-rata) in Ash Content in excess of guaranteed limit of <b>8.90%</b> upto absolute Maximum Tolerance Limit of <b>10 %</b>	US \$2.00 (US Dollar only )
(ii)	Sulphur	Penalty for every increase of 0.1% (fractions pro-rata) in Sulphur content, in excess of guaranteed Limit of <b>0.60%</b> upto absolute maximum tolerance limit of 0.80%.	US \$ 1.00 (US Dollar One only)
(iii)	Moisture	Where the Total Moisture (on "As received" basis) in the MATERIALS as disclosed in the "Certificate of Sampling and Analysis" at Load port exceeds Guaranteed limit ( <b>10%</b> ) , the Invoice Weight shall be reduced by the excess percentage of Total Moisture over Guaranteed limit @ 1.3% for every 1.00% increase over Guaranteed limit (fractions pro-rata), upto an Absolute Maximum Tolerance Limit of <b>12 %</b> . Material with Total Moisture content exceeding Absolute Maximum Tolerance limit of <b>12%</b> should not be supplied in any case.	
No bonus/increment will however be applicable for improvement in specification observed over the values offered and guaranteed by the seller.			



**ANNEXURE VI**

**TENDER NO.MMTC/STEEL/C&HC/16-17/Imports/GT- 001 DATED: 14th December 2016**

**TENDER NO.MMTC/STEEL/C&HC/16-17/Imports/GT-001  
DATED: 14-12-2016**

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

1. The PURCHASER shall as far as possible, charter vessels required for carriage of the MATERIALS under their 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 their Agreement and as further elaborated herein below.
2. The PURCHASER shall charter single-decker vessels suitable for bulk loading in the capacity range of 60,000 metric tons with a tolerance of plus or minus 5% (five percent) per voyage, at ship-owner's or Charterer's (i.e. PURCHASER'S) option. 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 SELLER to the PURCHASER regarding the coal loading facilities, acceptable dimensions of the vessels, clearance dimensions of the coal loading gantries and sailing draught at the load port(s).

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 coal in bulk and shall be maintained as such for the duration of the voyage.

3. 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 their Agreement shall, inter-alia, provide for the following.
  - 3.1. The Ship-owner shall bear and pay all port dues (except port loading charges), tonnage dues, light dues and all other taxes, assessments and charges which are customarily payable at the loadport(s) on or with respect to the vessel(s).
  - 3.2. The Master of the vessel shall give fax / email advice(s) at the intervals of 7 days, 72 hours and 24 hours to the SELLER regarding the ETA of the vessel and the quantity required to be loaded into the vessel at the loadport.
  - 3.3. 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 SELLER.
  - 3.4. The Master of the vessel shall allow on board the vessel the authorized 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.
  - 3.5. 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 load port and such Bill(s) of Lading shall be endorsed by the Master of the vessel or the

agents of the Ship-owner at the load port within 24 hours after completion of loading. The Bills of Lading must be issued in 'CONGENBILL FORM' only.

- 3.6. The Master of the vessel or the agents of the Ship-owner at the load port shall release Bill(s) of Lading marked "Freight payable as per Charter Party" immediately after completion of loading.
4. Based on the delivery schedule agreed upon between the PURCHASER and the SELLER, the PURCHASER shall nominate vessel about two weeks prior to effecting of the shipment. The SELLER shall confirm to the PURCHASER by fax or e-mail, the acceptance of such vessel(s) within 2(Two) working days of the nomination thereof. The lay days for each vessel shall be narrowed down to 10 days, in advance of the ETA of the vessel at the loadport.
5. Upon the fixture of any vessel by the PURCHASER for carriage of the MATERIALS under their Agreement, the PURCHASER shall intimate to the SELLER relevant particulars of such vessel. The PURCHASER reserves the right to appoint their own agent(s) at the loadport(s).
6. The SELLER shall arrange to deliver/load the MATERIALS FOB (TRIMMED) into the vessel(s) nominated by the PURCHASER and accepted by the SELLER at the port(s) of loading.
7. The SELLER shall arrange for a safe loading berth for the vessel at the notified loading port.
8. The SELLER shall guarantee to deliver/load the MATERIALS into the vessel(s) (FOB Trimmed), at the following rate:

Guaranteed rate of loading per Weather Working Day (WWD) of twenty four consecutive hours, Afternoons of Saturday/Sundays Holidays Excepted, Unless Used if used (SASHEXUU) unless vessel is already on demurrage:

**Loading rate of 25,000 metric tons**

- 8.1. If any time is used by the SELLER on Saturday afternoons, Sundays or Holidays to deliver/load the MATERIALS into the vessel(s), the time actually used shall count as laytime.
- 8.2. If any overtime work is performed by the crew of the vessel at the port of loading at the instance of the SELLER, crew's overtime shall be borne and paid for by the SELLER.
9. Upon arrival of the vessel at the outer anchorage or at the pilot station of the load port, whether the vessel is in free pratique or not and in berth or not, Master of the vessel shall serve on the SELLER the Notice of Readiness of the vessel to load cargo (MASTER'S N/R) between 0900 hours to 1630 hours on working days (Monday to Friday) and between 0900 hours to 1200 hours on Saturdays.  
If the vessel, whether in free pratique or not, is found by the SELLER 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 SELLER 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. Statement of Facts should contain proper notation & mentioning to reflect all activities undertaken while loading & the delays attributable to shoreside or to the Vessel. Statement of Facts should be signed by all concerned. Such Statement of Facts shall form basis for Demurrage / Despatch settlement at loadport.

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. If the vessel arrives and commences loading before the agreed laycan, then the laytime shall commence from the time of commencement of loading.

10. The SELLER 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 SELLER 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 SELLER and the Ship-owners.  
The Master/Agent of the vessel at the loadport should notify 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.
11. Should the SELLER fail to deliver/load the MATERIALS into the vessel(s) in full or in part for reasons other than Force Majeure the SELLER shall be liable to the PURCHASER for all payment 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.
12. Immediately on completion of loading of the MATERIALS into the vessel, the SELLER shall furnish the PURCHASER the following details by Fax/ e-mail to the PURCHASER to enable the PURCHASER to take necessary marine insurance cover,(i) Name of the vessel (ii)Quantity loaded as per Loadport Draught Survey Weight and approximate value thereof (iii) Name of the loadport, (iv) Date and time of commencement and completion of loading and (v) Date and time of sailing of the vessel from the loadport (vi) No and date of Bill of Lading.
13. Immediately on completion of loading, the SELLER 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.
14. Immediately after completion of loading, a STATEMENT OF FACTS as mentioned at Clause 9 above 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 SELLER or their Agents at the load port. Before the 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 & Seller / Agent.
15. 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 in Paragraphs 8, 8.1, 9 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 SELLER 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 SELLER. The final settlement of the account of demurrage/despatch in respect of each vessel shall be effected directly between the SELLER and the PURCHASER on the above basis, within 90 days from the date of receipt of claim with supporting documents. Such claims should be lodged within 60 days from the date of sailing of the vessel from the Loadport on vessel to vessel basis.

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

NOTE: 1. Name and Address for serving Notice regarding ETA of the vessel and Notice of Readiness of the vessel to the SELLER at the Loadport as per Para 3.2 and 9 hereinabove: M/S \_\_\_\_\_

2. (i) Parcel size has been indicated in Clause 2 as per PURCHASER's requirement. However, alternate parcel size, due to loadport restrictions, if any, can be considered by PURCHASER.

(ii) Clause 8 indicates Guaranteed Rate of Loading as per PURCHASER's requirement. However, alternate Guaranteed Rate of Loading to suit loadport requirements/ restrictions can be considered by PURCHASER.

**TERMS AND CONDITIONS FOR SHIPMENT OF THE MATERIALS ON THE BASIS OF C&F (FREE OUT) PARADIP**

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

**1. TYPE OF VESSELS:**

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

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

- 2.1. The SELLER shall ensure that the charter parties governing shipments of the MATERIALS under this Agreement contain, inter-alia, the following provisions:
  - 2.1.1. On sailing and fourteen days prior to vessel's ETA East Coast India, the Master of the vessel shall give advice to the PURCHASER by fax/e-mail. Thereafter, the Master of the Vessel shall telex/cable/fax at intervals of 10 days/7 days/72 hours/24 hours regarding ETA of vessel, to the PURCHASER as well as to the port offices of the PURCHASER.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. Laytime and expected periods:**

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

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

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

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

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

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

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

5.6.2. Lockouts, Strikes, Riots, Civil Commotion

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

**6. Guaranteed Discharge Rates:**

- 6.1. The SELLER shall deliver the MATERIALS free in vessel's holds in one or two safe berths, one safe port(s), reachable on arrival always afloat at the nominated port(s) of discharge
- 6.2. The SELLER shall provide such Handymax vessels having maximum 5 hatches/holds served by minimum 4 cranes of preferably 30 MT capacity (minimum 25MT capacity) each fitted with grabs of preferably 12 CBM capacity (minimum 8 CBM capacity).
- 6.3. Subject to the provisions of Para 1.3, Para 5 and 6.2, hereinabove, the PURCHASER shall guarantee discharge rate of 12000 Metric Tonne, SHINC, basis five or more available workable hatches, WEATHER WORKING DAY(WWD) of 24 consecutive hours and prorata for part of WWD, SHINC TERM WILL BE APPLICABLE ONCE VESSEL COMMENCES DISCHARGING.

**7. Statement of Facts:**

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

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

- 8.1. In the time sheet based on the aforesaid STATEMENT OF FACTS, the computation of Laytime allowed and Laytime used shall be based on the provisions contained in Para 6 and 7 hereinabove. Despatch, if any, shall be calculated on the basis of 'Working time saved'. The rate of Demurrage/Despatch Money shall be as per Charter Party and the same shall be declared at the time of nomination of the vessel. In the case of demurrage, the PURCHASER shall endeavour to remit to the SELLER the agreed amount of Demurrage within about 60 (SIXTY) days from the date of receipt of the claim of the SELLER together with all supporting documents. In the case of Despatch Money, the SELLER shall endeavour to remit to the PURCHASER the agreed amount of Despatch Money within about 60 (SIXTY) days from the date of the claim of the PURCHASER together with the supporting documents. Such claim together with the supporting documents shall be submitted by either party within 45 days from the date of completion of discharge and should be settled on vessel to vessel basis.

FOR AND ON BEHALF OF THE SELLER

FOR AND ON BEHALF OF THE  
PURCHASER



**ANNEXURE VII**

**BID GUARANTEE FORM FOR EMD/BID BOND**

IN ACCORDANCE WITH INVITATION OF BIDS FOR SUPPLY OF HCC 60,000 MT +/- 5%..... IN BULK TO MMTC

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

1. WHEREAS, MMTC LIMITED, having its Registered Office at Core NO 1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi 110 003 INDIA (hereinafter called MMTC) has invited bids vide GLOBAL Tender No.....dated (hereinafter referred to as Invitation to Bids) for supply of 60,000 MTS (+/-5%) (plus/minus FIVE percent) imported \_\_\_\_\_ coking coal.
2. WHEREAS, the said Invitation to Bid requires that an eligible bidder intending to make a bid in response thereto shall deposit an amount of US Dollars 10000 (United States Dollar ten thousand only), or in lieu of the said cash deposit shall furnish an irrevocable Bid-Bond in favor of MMTC Ltd., New Delhi in the form of a Bank Guarantee of US\$.....(US Dollars.....) with a validity for a period of 180 days (One Hundred and Eighty Days) from the date of submission of the Bids.
3. AND WHEREAS at the request of M/s .....(Name of the Bidder) We.....(Name & Address of the Bank) do hereby irrevocably and unconditionally guarantee and undertake payment to MMTC Ltd., New Delhi upto and not exceeding the sum of US \$.....(US Dollars.....) with a validity period upto 180 days (one hundred and eighty days)and that the Bidder; M/s.....
  - a. Shall keep their bid firm and valid for acceptance by MMTC upto (150 days).....from the date of submission of bids.
  - b. Shall ,in the event of the bid being accepted by MMTC, within fifteen (15 days) from the date of issuance of LOA/LOI from MMTC execute an Agreement for supply of imported Hard coking coal .
  - c. Shall in the event of the conclusion of Agreement keep their bid-bond valid till such time that contract is concluded as per the provisions of the agreement/contract.
4. We------(Name and Address of the Bank) (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee that in the event of the said Bidder failing to abide by any of the conditions referred to in any of the preceding paragraphs, their Bank shall pay to MMTC Ltd., New Delhi, India on demand without MMTC having to substantiate its demand and without protest or demur and without any reference to the said Bidder a sum of USD.....(US Dollars.....). Their bank further agrees

that the decision of MMTC Ltd., as to whether the said bidder has committed a breach of any of the conditions referred to in the preceding paragraphs shall be unquestionable, conclusive, final and binding.

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

Signature

Name and Code

Designation

OFFICIAL SEAL OF THE BANK

**ANNEXURE VIII**

**PERFORMANCE BANK GUARANTEE**

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

1. WHEREAS, MMTC LIMITED, having its Registered Office at Core NO 1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi 110 003 INDIA (hereinafter called MMTC) have entered into contract No.....DATED (hereinafter called the CONTRACT) for.....with M/s (name).....address.....(hereinafter called the ).
2. AND WHEREAS the "Seller" under the CONTRACT is required to furnish a Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of US\$.....
3. AND WHEREAS at the request of M/s .....(Name of the Seller) We.....(Name & Address of the Bank) do hereby irrevocably and unconditionally guarantee and undertake payment to MMTC Ltd., New Delhi immediately on demand upto and not exceeding the sum of US \$.....(US Dollars.....) payable by the "Seller" in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the "Seller" has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We.....(Bank) undertake to pay the amount demanded by MMTC, not exceeding the sum of US\$.....only without any demur, delay, protest and without any reference to recourse to M/s.....(bidder) notwithstanding any dispute raised by .....(bidder) in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this 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. This guarantee comes into force forthwith.
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. This 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 this guarantee shall be discharged upon receipt of US\$.....only by MMTC.
11. We .....(Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC LIMITED in writing.
12. This Guarantee is governed by the Laws of India and comes into force forthwith.
13. We have the power to issue this guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

**SIGNED ISSUED at AND DELIVERED THEIR .....DAY OF .....2017**

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

(Bank) address.

( BANKER'S SEAL)

**Annexure- IX**

**Declaration**

We/I hereby declare on behalf of M/s \_\_\_\_\_ that M/s \_\_\_\_\_ is supplying Coking coal to SAIL/RINL and follows the EJC(Empowered Joint Committee) terms & conditions for Shipments.

Yours faithfully,

On behalf of M/s.

Signature

Name:

Designation:

Organization

**Annexure -X**

**Integrity Pact**

Between

**MMTC** Limited hereinafter, referred to as "MMTC"

And

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

**Preamble**

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

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

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

**Section 1 – Commitments of MMTC**

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

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

1. The tender/auction/e-auction/e-sale/sale/purchase commits himself to take all measured necessary to prevent corruption. He commits himself to observe the following principles during their participation in the tender/auction/e-auction/e-sale/sale/purchase process and during the contract execution.

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

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

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

- a) If the Seller(s)/Vendor(s)/Bidder(s) has committed a serious transgression through a violation of Section 2 above or in any other form such as to put their reliability or credibility as Seller(s)/vendor(s)/bidder(s) into question. MMTC is entitled to also exclude the Seller(s)/Vendor(s)/ Bidder(s) from the future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company, hierarchy of the buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

- b) If the Seller(s)/Vendor(s)/Bidder(s) can prove that he has restored/recouped the damage cause by him and has installed a suitable corruption prevention system. MMTC may at its sole discretion revoke the exclusion prematurely.
- c) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages**

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

#### **Section 5 – Previous transgression**

- 1. The Seller(s)/Vendor(s)/Bidder(s) to declare that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify their exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on their subject, he can be disqualified from the tender process or the contract, if already awarded and can be terminated for such reason.

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

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

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

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



### **Section 8 – Independent External Monitor(s)**

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

### **Section 9 – Pact Duration**

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

### **Section 10 - Other Provisions**

1. Their agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of MMTC, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Vendor is partnership or a consortium, their agreement must be signed by all partners or consortium members.
4. Should one or several provisions of their agreement turn out to be invalid, the remainder of their agreement remains valid. In their case, the parties will strive to come to an agreement to their original intentions.

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

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

Place:.....

Date :.....

Witness 1.....

Name : .....

Address: .....

Witness 2.....

Name : .....

Address: .....

**Annexure- XI**

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

**Ref: MMTC/**

**DATE:**

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

Dear Sir,

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

Ref: MMTC Notice Inviting E-Tender No: \_\_\_\_\_ Dated \_\_\_\_\_.

This is with reference to your Notice Inviting E-Tender (NIT) bearing No. \_\_\_\_\_ Dated \_\_\_\_\_ regarding authorization.

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

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

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

Thanking you.

Yours faithfully,

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

Signature of Authorised person

( M/s. \_\_\_\_\_ )

**ANNEXURE – XII****APPLICATION FORM FOR EMPANELMENT OF SUPPLIERS/APPLICANT OF COKING COAL**

1. Name:
2. Address (please also mention e-mail address, Fax No., telephone No. and Website address):
3. Nature of firm (Proprietorship/Partnership/Private Limited/ Public Limited):
4. Name of Proprietor/Partners/Directors with Designation
5. Equity Capital (in US\$):
6. Place of Registration (Please enclose a copy of registration certificate):
7. Name of Authorised Signatories alongwith specimen signature:
8. Past Experience and Financial Status:
 

Year	Sales		Net Worth (US\$)
	Quantity (MT)	Value (US\$)	
9. Name and address of Bank alongwith Fax No. /Account Number and E-mail address
10. Credit Rating: Copy of the Credit Rating report by 'Standard & Poor' OR 'Dun & Bradstreet' OR 'Moody's' is enclosed.
11. Indicate the Category i.e. Coking coal producer/owner of coal mines/ trader/agent/others (Please specify):
12. Name and Country of origin of coal mine:

## 13. Estimated reserves of Coking coal in million metric tonnes of each mine with details:

Name of Mine	Reserves

## 14. Production capacity and average annual production for the last three years:

Year	Production Capacity	Average Annual Production	Supplies to India

15. **The brand name(s)/ any specific name(s) of the coal** (specify whether the coal indicated in the applications against this Notice for invitation of applications of Pre qualifications is from an existing mine or is from New Mines/seam intended to be declared for the specific purpose of supply to MMTC or Coal(s) offered is from a single identifiable mine/seam):

## 16. Brief note on nearest Loading Port (giving name and location , restrictions, if any, Coal loading facilities - automatic / manual ship loaders, clearance dimensions of the coal loading gantries, amount of taxes / levies / dues payable by ship owners, sailing draft, Infrastructure, Transportation, Railway links and its distance and loading rate per day):

## 17. Broad Specifications of Coal (to be enclosed as per format given in ANNEXURE-II)

## 18. Additional Information, if any:

**Note:** Overseas Coal suppliers offering Coal should submit a Letter of Authority from the Coking coal producers concerned specifically authorizing the said overseas coal suppliers. We certify that the details mentioned in this application are correct and MMTC Limited is free to make any inquiries with any agency in India or abroad to reconfirm the authenticity of the contents in this application. All the pages of this application are duly signed and stamped by us.

Any Changes to the above information that take place subsequently would be brought to the notice of MMTC Limited immediately. We request you to register us as a supplier of Coking Coal.

Thanking You,

Yours faithfully,  
For & on behalf of

Name of Authorized Signatory with Designation

Date:

Place:

**ANNEXURE -XIII****LIST OF REPUTED INTERNATIONAL TEST HOUSES**

(i)	DMT Institute for Coke Making & Fuel Technology, PO Box 130101, D-45291, Essen, Germany, FAX + 49-201-172-1575
ii)	Materials & Processing Research Centre, NKK Corporation, 1 Kokan-Cho, Fukuyama Hiroshima 721-8510, Japan—Fax +81-849-45-3635
iii)	Coal Research Establishment (CRE) Stock Orchard, Cheltenham, UK G L 52 4 R 2, Fax 0242676506
iv)	Australia Coal Industry Research Laboratory (ACIRL), ACTEST(ACIRL Quality Testing Services Pty. Ltd.) PO Box 242, Booval QLD 4304 1, ACIRL Street Riverview, QLD 4303, Australia
v)	Cargo Superintendents Co. (ASIA) Pty. Ltd., (CASCO), PO BOX 580, Mackay Queensland 4740, Australia
vi)	CERCHAR, FRANCE (Centre d: Etudes et Recherches de Charbonnages de France)
vii)	Research Institute of Industrial Science & Technology (RIST), PO Box 135, Pohang 790-600, Korea
viii)	Centre de Pyrolyse de Marienau, (Branch of IRSID specially engaged in coal research) F-57612, Forbach, Cedex, France-Fax:33 387849000
ix)	Coal Technology Corporation Bristol, Virginia, 24201 – Fax 540-669-6515
X)	Bureau Veritas International Trade Australia Pty. Ltd., 5/585 Maitland Road, Mayfield West, NSW, 2304, Australia
Xi)	Society Generale de Surveillance (SGS) and its worldwide offices which provide Superintending services in coal testing.
Xii)	CRL Energy Limited, 77, Clyde Road, PO Box 29-415, Christ Church, New Zealand
Xiii)	CT&E Testing Corporation (Member of SGS Group), 7500-76 <sup>th</sup> Street Delta, British Columbia, CANADA
Xiv)	Tianjin Imp./Exp. Commodities Inspection Corp. of China (CCIC) (Applicable only for supplies from China) Room 201, 34, Xinyuan New Village, TEDA, Tianjin, CHINA
xv)	CIQ, Entry-Exist Inspection and Quarantine of the People's Republic of China (Applicable only for supplies from China) Room 201, No. 99, East Yellow River Road, Huangdao District, Qingdao, Shandong China