

**A Govt. of India Enterprise**

***Touching Lives, adding value***

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

New Delhi – 110 003 (India)

Tel. NO. 011- 24381268/ Fax No: 011-24364105

**NOTICE INVITING TENDER**

**TENDER NO.MMTC/SHIPPING/TENDER/18-19/14**

**DATED: 25/03/2019**

MMTC invites bids from Vessel Owners/Shipbrokers/Shipping Agents duly registered with INSA/Transchart for offering vessel to carry coking coal from Australian Load port. The vessel should tender NOR in the **Laycan 15-24<sup>th</sup> April, 2019 at RGCT, Gladstone Port, Australia**. The quantity to be loaded on board the vessel shall be 60,000 MT +/- 10% MOLOO.

The techno commercial bids and Price bids have to be submitted in electronic/Physical mode by **1100 Hrs. IST on 1<sup>st</sup> April '2019**.

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> or <https://mmtc.abcprocure.com>.

**NIT No. MMTC/SHIPPING/TENDER/18-19/14 dated. 25/03/2019**

Last Date of Submission of Bids: **1<sup>st</sup> April, 2019 at 1100 Hours (IST).**

OPEN NOTICE INVITING TENDER (NIT) for offering vessel to carry coking coal from Gladstone Port, Australia to Paradip port, India

MMTC Limited, A Government of India Enterprise, having its Corporate Office at Core-I, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 invites open tender in **two bid** system from Vessel Owners/Shipbrokers/Shipping Agents for offering vessel to carry coking coal from Gladstone port, Australia to Paradip Port, India. The vessel should tender NOR in the **Laycan 15-24 April,2019** at Gladstone Port, Australia. The quantity to be loaded on board the vessel shall be 60,000 MT +/- 10% MOLOO.

The Bidders are required to submit their bids as per following schedule:

<b>DUE DATE FOR SUBMISSION OF BOTH TECHNICAL AND PRICE BIDS</b>	<b>1100 HRS (IST)– 1st April,2019</b>
<b>DATE AND TIME FOR OPENING OF TECHNICAL BIDS</b>	<b>1130 HRS (IST) – 1st April,2019</b>
<b>DATE AND TIME FOR OPENING OF PRICE BIDS (Tentative)</b>	<b>1500 HRS (IST) – 1st April,2019</b>
<b>OFFERS TO BE VALID UPTO</b>	<b>Till 1730 HRS(IST) on 2<sup>nd</sup> April,2019</b>

**MODE FOR SUBMISSION OF BIDS:**

TECHNICAL & PRICE BIDS CAN BE SUBMITTED THROUGH **ELECTRONIC/PHYSICAL MODE**. FOR SUBMISSION THROUGH **ELECTRONIC MODE** BIDDERS MAY LOG ON TO WEBSITE <https://mmtc.abcpocure.com>.

BIDS IN PHYSICAL MODE CAN BE SUBMITTED IN THE TENDER BOX AT 3<sup>rd</sup> FLOOR MMTC LIMITED, CORE-I, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003.

BOTH THE ENVELOPES, ONE CONTAINING THE TECHNICAL BID AND THE OTHER CONTAINING THE PRICE BID (IN CASE OF PHYSICAL MODE) SHOULD BE PUT UP IN ANOTHER ENVELOPE SUPER SCRIBING **MMTC/SHIPPING/TENDER/18-19/14 dated. 25/03/2019**

THE PRICE BID SHOULD BE PUT IN AN SEALED ENVELOPE SUPER SCRIBING **“PRICE BID FOR TENDER NO. MMTC/SHIPPING/TENDER/18-19/14 dated. 25/03/2019.”**

**PART- I**  
**TECHNICAL BID:**

- **ELIGIBILITY CRITERIA**

In order to become eligible to participate in the above Tender prospective bidder(s) must submit self attested copies of following documents along with Technical Bid :-

- A. Certificate stating that the Vessel Owner/ Shipbroker was empanelled with Transchart or is a member INSA.
- B. If the Vessel Owner/ Shipbroker has been offering vessels to SAIL/RINL, the proof of the same shall be provided.

Note: MMTC Transnational Pte. Ltd. (MTPL), Singapore, (100% subsidiary of MMTC) will be exempted from submission of above documents.

- Technical Bid should comprise of the following:

- A. TENDER DOCUMENT TO BE SIGNED AND STAMPED ON ALL PAGES AS PROOF OF ACCEPTANCE OF ALL TERMS AND CONDITIONS.

- C. MANDATORY INFORMATION OF BIDDER AS ENCLOSED AS **ANNEXURE-II**. IF THE BIDDER HAS ALREADY SUBMITTED THIS INFORMATION IN EARLIER TENDER OF MMTC DURING FY 2018-19, THE SAME NEED NOT BE SUBMITTED AGAIN. HOWEVER, THE BIDDER SHALL MENTION THAT THEY HAVE ALREADY SUBMITTED THE INFORMATION IN PREVIOUS TENDER.

- D. AUTHORIZATION LETTER AS PER **ANNEXURE-III**.

- **TECHNICAL BID COMPRISING OF THE DETAILS ON THE CARGO TO BE SHIPPED FROM LOADPORT IN AUSTRALIA ARE AS FOLLOWS:**

1	CARGO	BLACKWATER SOFT COKING COAL
2	QUANTITY	QUANTITY 60,000 MT +/- 10% MORE OR LESS AT OWNER'S OPTION (MOLOO).
3	LOAD PORT	RGCT, GLADSTONE PORT, AUSTRALIA
4	DISCHARGE PORT	PARADIP (INDIA)
5	LOAD RATE	20,000 MT SATAFTSHEXUU IUATUTC TURN-TIME 24 HRS.
6	DISCHARGE RATE	11,500 MT PER DAY AT PARADIP PORT SHINC TURN-TIME 12 HRS VESSEL SHOULD HAVE A MINIMUM OF 5 HOLDS & 5 HATCHES IN WORKING CONDITION ALLOWING SMOOTH DISCHARGE FAILING WHICH PRORATA TIME TO BE COUNTED.
7	LAYCAN	Laycan 15-24 April, 2019 at RGCT,

		Gladstone Port, Australia
8	PARCEL SIZE	QUANTITY 60,000 MT +/- 10% SHIPPING TOLERANCE SUBJECT TO PERMISSIBLE DRAFT AT PARADIP.
9	SPECIAL REQUIREMENT	VSL TO BE STRICTLY <b>LESS THAN 15 YRS OF AGE</b> HAVING MIN. DISCHARGE CAPACITY OF 11,500 MT PER DAY. VESSEL SHOULD HAVE A MINIMUM OF 5 HOLDS & 5 HATCHES IN WORKING CONDITION. VESSELS HAVING A RIGHTSHIP GHG (GREEN HOUSE GAS) RATING OF F OR G SHALL NOT BE ACCEPTED.
10	AGENTS	CHARTERERS AGENT BOTH ENDS (OWNERS PAYING CUSTOMARY AGENCY FEE).
11	NOTICES	ON FIXING, FOLLOWED BY 20/15/10 DAYS APPROXIMATE 7/5 DAYS DEFINITE AND 3/2/1 DAYS ARRIVAL NOTICES.
12	FREIGHT PAYMENT	1. INITIAL 90% PAYMENT SHALL BE MADE INITIALLY ON BILL OF LADING QUANTITY LESS 2% WITHIN SEVEN (7) WORKING DAYS OF VESSEL AND CARGO'S SAFE ARRIVAL AT DISCHARGE PORT AND ON SUBMISSION OF FREIGHT BILL, IN TRIPPLICATE, ALONG WITH COPY OF OWNERS' INCORPORATION CERTIFICATE AND INCOME TAX REGISTRATION NUMBER ON LETTERHEAD.  2. THE BALANCE 10% OF THE FREIGHT TOGETHER WITH DEMURRAGE (IF ANY) OR LESS DISPATCH (IF ANY) WILL BE PAID WITHIN 120 (ONE HUNDRED TWENTY) DAYS OF COMPLETION OF DISCHARGE ON PRODUCTION OF (1) COPY OF BILL(S) OF LADING (2) COPY OF CHARTER PARTY (3) RECEIPT OF PAYMENT OF DISPATCHERS / AGENCY FEE AT THE LOADING PORT(S) (IF APPLICABLE) (4) COPY OF NOTICE OF READINESS / STATEMENT OF FACTS WITH SUPPORTING DOCUMENTS AND (5) TIME SHEETS.
13	OTHER TERMS	1. THE DRAFT OF THE CHARTER PARTY IS ENCLOSED AT ANNEXURE-IV. 2. TIME & COST OF HIRING SHORE CRANE AT DISCHARGE PORT WILL BE TO OWNER'S ACCOUNT. 3. THE NOMINATION IS REQUIRED TO BE FORWARDED ALONGWITH ALL VALID CERTIFICATES / DOCUMENTS COMPLETE IN ALL RESPECTS ENABLING US TO OBTAIN CLEAN TIMELY ACCEPTANCE FROM THE SUPPLIERS FOR SPEEDY PROCESSING. THE CONFIRMATION OF ACCEPTANCE OF VESSEL FROM MMTC WILL BE SUBJECT TO

		<p>ACCEPTANCE OF VESSEL BY MMTC'S SUPPLIER.</p> <p>4. ADDRESS COMMISSION OF 2.5% SHALL BE PAYABLE TO THE CHARTERERS I.E. MMTC LIMITED.</p> <p>5. BROKERAGE COMMISSION, IF ANY, SHALL BE COLLECTED BY BROKERS DIRECTLY FROM VESSEL OWNERS AND SHALL NOT BE DEDUCTED FROM OCEAN FREIGHT.</p>
14	DEMURRAGE	<p>THE MAXIMUM RATE OF DEMURRAGE SHALL BE US\$ 9500 PDPR HALF DISPATCH. <i>DEVIATIONS IN TERMS SUCH AS AGE OF THE VESSEL, GHG RATING, DEMURRAGE RATE ETC. SHALL NOT BE ACCEPTABLE.</i></p> <p><i>Demurrage/Despatch Rate offered: US\$___/___PDPR. (The bidder must mention the demurrage/despatch rate in the technical bid.)</i></p>

- All information desired in Annexure-I and Annexure-II should be filled in without leaving blank columns. Incomplete applications shall be rejected outright.
- The Vessel Owners shall ensure that the vessel carries cargo of MMTC only and cargo of any other party will not be loaded on board the vessel.
- While nominating, full details of the vessel along with valid documents such as Registry, Class, DOC, SMC, ISSC, ISM, H&M and P&I certificate, ITF/MLC+DMLC or a bonafide agreement acceptable to ITF, latest Port State Control inspection report, etc. Including endorsements with date of issue and date of validity; vessel's position/itinerary and best ETA load port, complete CP chain should be submitted.
- The following Certificates are mandatory for obtaining Insurance Certificate of Vessels immediately on conveying acceptance of vessel:
  - I) Registration Certificate
  - II) P&I Club Certificate
  - III) ISM CERTIFICATE (Vessel to be ISM code Compliant and subject to ICC Clause Dt.01-01-2001)
  - IV) Classification Certificate (classification certificate should be issued by classification Society which is a member of associates member of international association of classification societies (IACS) only.
  - V) In addition to the above, all information required by MMTC for obtaining license from DG Shipping in case of Foreign Flag vessel must be provided by Owner/Disp. owner/agents.
  - VI) Further in case of any substitute vessel being provided by successful brokers/owners at least 2 working days may be given for confirmation due to difference in time zone of suppliers and buyer in India.
  - VII) Successful brokers/owners is to ensure that owners of the vessel provide all necessary documents like pan card, tax residency certificate, certificate of incorporation, income tax registration number etc. to release freight in time.



VIII) As MMTC has to obtain voyage charters license from DG Shipping Mumbai, the selected brokers/owners should submit all related documents/certificates mentioned in Points (I) to (VII) above.

**PART-II**

**PRICE BID:**

THE PRICE BID FORMAT IS GIVEN AT ANNEXURE-I. THE PRICE BID SHOULD BE SUBMITTED ON BIDDER'S LETTERHEAD.

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

1. OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL ([HTTPS://MMTC.ABCPROCURE.COM](https://mmtc.abcprocure.com)) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER ON LETTERHEAD.
2. FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

Vendor's Queries	Contact Numbers	Mail ID
New Bidder Registration (Portal Registration), Vendor's ID/ Profile Activation, Renewal of Vendor's ID, Get a New Digital Certificate (DC), DC Renewal or Verification, etc.	+91-(79)-68136866	<a href="mailto:info@abcProcure.com">info@abcProcure.com</a>
	+91-(79)- 68136 878	
	+91-(79)- 68136 845	
	+91-(79)- 68136 841	
<b>Mr. Abhijeet Goware</b> <b>(Dedicated Helpdesk for MMTC)</b>	<b>+91 9265562826</b>	<a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a>
For Only, Technical Assistance related to e-Tender or e-Auction filling/ submitting (Offsite Team).	+91-(79)- 61200 555	<a href="mailto:support@abcProcure.com">support@abcProcure.com</a>
	+91-(79)- 61200 564	
	+91-(79)- 61200 569	
	+91-(79)- 61200 507	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>

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



that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.

7. Bidders shall be advised to print and save bid submission receipt on submission of bids.

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



**ANNEXURE-I**

**PRICE BID PROFORMA**  
**(To be submitted on Bidder's Letterhead)**

Freight Rate of US\$\_\_\_\_\_ per MT shall be applicable for import of 60,000 MT +/- 10% MOLOO of Coking Coal from RGCT, Gladstone Port, Australia to Paradip Port, India.

The price offered shall remain valid till 1730 hrs. on 2<sup>nd</sup> April,2019 for acceptance by buyer.

Place:  
Official Seal

Signature of the Bidder with

Date:

**Annexure-II**

**MANDATORY INFORMATION OF BIDDER (To be submitted on Bidder's Letterhead)**

Company Name	:	
Registration Number	:	
Registered Address	:	
Name of Partners / Directors	:	
Bidder Type (Foreign/ Indian)	:	
City Name	:	
Postal Code	:	
PAN NO / TAN NO	:	
Company's Establishment Year	:	
Company's Nature of Business	:	
Company's Legal Status	:	
Company Category	:	
Contact Details	:	
Contact Name	:	
Designation	:	

Date Of Birth	:	
Correspondence Email	:	
Phone	:	
Mobile	:	

Signature of the bidder: \_\_\_\_\_

Name

Designation

**ANNEXURE - III**

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

Ref: MMTC/

DATE:

To,

Deputy General Manager (Shipping)

MMTC Limited,

New Delhi

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

**Ref: MMTC Notice Inviting Tender No: \_\_\_\_\_ Dated \_\_\_\_\_.**

Dear Sir,

This is with reference to your Notice Inviting 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 - IV**

**MV "XXXXX" / MMTC / CP DATED XX XXXXX, 2019**

**PLACE: NEW DELHI**

**DATED: XX XXXXX, 2019**

It is this day mutually agreed between **XXXXX** as Performing Owners of the motor ship, **XXXXX**, now trading and **MMTC LIMITED**. Core-1, Scope Complex, 7, Institutional Area, Lodi Road, New Delhi-110 003 (India) as Charterers.

1. That the said vessel being tight, staunch and strong, and in every way fitted to perform the voyage, shall, with all possible dispatch, sail and proceed to **XXXXX, AUSTRALIA** and there load, always afloat, in the customary manner from the Shippers, in such Dock as may be ordered by him a full and complete Cargo of **XXXXX COKING COAL XXXXX MTs +/- X% More or Less at Owner's option (MOLOO)** subject to permissible draft at Paradip (time/expenses on account of shore cranes/grabs will be on account of owners), and not exceeding what she can reasonably stow and carry, over and above her tackle, apparel, provisions and furniture; and being so loaded shall therewith proceed, with all possible dispatch, to 1/2 Safe Port Berth(s) 1 Safe Port **PARADIP, East Coast of India** – subject to permissible Draft at Paradip (Discharge port subject to Available Water Arrival Draft at Paradip), or so near thereunto as she can safely get, and there deliver her cargo alongside any Wharf and/or Vessel and/or craft, as ordered, where she can safely deliver, always afloat, and accessible.

Vessel Owners shall ensure that the vessel carries cargo of MMTC only and cargo of any other party will not be loaded on board the vessel.

2. Any time lost through riots, strikes, lockouts, or any dispute between masters and men occasioning a stoppage of pitmen, trimmers of other hands connected with the working or delivery of the coal for which the vessel is stemmed, or by reason of accidents to mines or machinery, obstructions, embargo or delay on the Railway or in the Dock; or by reason of fire, floods, frosts, fogs, storms or any cause whatsoever beyond the control of the Charterer affecting mining, transportation, delivery and/or loading of the coal, not to be computed as part of the loading time.
3. The cargo to be loaded, dumped and trimmed by men appointed by the Shippers, free of risk and expense to the vessel.
4. The Act of God, the Queen's enemies, Restraints of Princes and Rulers, and Perils of the seas accepted. Also Fire, Barratry of the Master and crew, Pirates, Collisions, Standings and accidents of Navigation, or latest defects in or accidents to , Hull and/or Machinery and/or Boilers always excepted, even when occasioned by the negligence, default or error in judgment of the Pilot, Master, Mariners or other persons employed by the Ship-owner, or for whose acts he is responsible, not resulting, however, in any case from want of due diligence by the Owner of the Ship, or by the Ship's Husband or manager. Charterers are not answerable for any

negligence, default, or error in judgment of Trimmers or Stevedores employed in loading or discharging the cargo. The vessel has liberty to call at any ports in any order, to sail without Pilots, to tow and assist vessels in distress, and to deviate for the purpose of saving life or property, and to bunker.

5. In case of Average, the same to be settled in London according to York/Antwerp Rules, 1974. Should the vessel put into any port or ports leaky or with damage, the Captain or Owner shall, without delay, inform the Charterer thereof Captain to telegraph Charterers in case of putting in anywhere.
6. Vessel to have the liberty of Dry Docking before commencement of loading under this charter.
7. All Bills of Lading shall include the following NEW JASON CLAUSE: "In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any causes whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or Owners of the goods shall contribute with the carrier in General Average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if such salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods, and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery".
8. All Bills of Lading shall include the following BOTH-TO-BLAME COLLISION CLAUSE: "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the Servants of the carrier in the navigation or in the management of the ship, the Owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Owners of the said goods, paid or payable by the other or non-carrying ship or her owners to the Owners of said goods and set off, recouped or recovered by the other non-carrying ship or her Owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."
9. Penalty for non-performance of this Agreement, proved damages, not exceeding the estimated amount of freight.

10. Name of Vessel: **MV "XXXXX"**

Description of vessel:  
**MV "XXXXX"**

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Name & address of Head Owners & also owners:

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Performing / Desponent Owners:

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P&I CLUB : \_\_\_\_\_

VESSEL TO BE STRICTLY LESS THAN 15 YRS OF AGE. VESSEL SHOULD HAVE A MINIMUM OF 5 HOLDS & 5 HATCHES IN WORKING CONDITION, FAILING WHICH PRORATE TIME TO BE COUNTED.

VESSEL SHOULD HAVE MINIMUM 4x25 TONS' CRANES AND MINIMUM 4x10-12 CBM GRABS FULLY AUTOMATIC WHICH DO NOT REQUIRE ANY MANUAL LABOUR DURING OPERATIONS AND HAVING MINIMUM DISCHARGE CAPACITY OF XXXXX MT PER DAY. SMAX/ULTRAMAX – GEARED TONNAGE (NOT APPLICABLE IF VESSEL IS GEARLESS)

OWNERS TO ARRANGE SHORE CRANE + GRABS AT DISCHARGE PORT. THE COST AND TIME OF ARRANGING SHORE CRANES AND GRABS FOR DISCHARGE TO BE OWNERS ACCOUNT.

THE VESSEL NOMINATION IS REQUIRED TO BE FORWARDED ALONGWITH ALL VALID CERTIFICATES / DOCUMENTS / COMPLETE IN ALL RESPECTS ENABLING CHARTERERS TO OBTAIN CLEAN TIMELY ACCEPTANCE FROM THE SUPPLIERS FOR SPEEDY PROCESSING. THE CONFIRMATION OF ACCEPTANCE OF VESSEL FROM MMTC WILL BE SUBJECT TO ACCEPTANCE OF VESSEL BY MMTC'S SUPPLIER.

Vessel itinerary: ETA Load Port **XXXXX**, 2019 IAGW AND WP

Performing vessel to be strictly less than 15 years of age and name of the performing vessel to be nominated 10 days prior to commencement of lay days and while nominating the performing vessel full details of vessel including IMO

number/ISM/DOC/SMC certificate numbers with date of issue/validity should be indicated along with vessel's latest position/itinerary and best ETA at load port. Vetting questionnaire duly filled should also be sent along with the nomination. Only one substitute is allowed Owners to ensure vessel meets load/discharge port requirements including ISM / ISPS Code before calling at load port with all valid certificates on board. Owners also to ensure vessel to keep minimum deballasting delays i.e., approximately 14-16 hours at load port including stripping.

The following Certificates are mandatory for obtaining Insurance Certificate of Vessels immediately on conveying acceptance of vessel:

- 1) Registration Certificate.
- 2) P&I Club Certificate
- 3) ISM CERTIFICATE (Vessel to be ISM code Compliant and subject to ICC Clause Dt.01-01-2001)
- 4) Classification Certificate (classification certificate should be issued by classification Society which is a member of associates member of international association of classification societies (IACS) only.
- 5) In addition to the above, the required information as stated in the Prescribed Proforma of Insurance (Attached herewith) may please be filled-up by Owner/Disp. owner/agents and submit the same along with the nomination.
- 6) Further in case of any nomination / substitute of vessel provided by Owners/Brokers, at least 2 working days validity shall be given for acceptance / confirmation due to difference in time zone of suppliers and buyer in India. If the vessel is not accepted for any reasons whatsoever, Owners have to substitute the vessel for the same Laycan. No relaxation / change in Laycan shall be allowed by the Charterer's.
- 7) Owners/Brokers should provide all necessary documents as per subject C/P clause 45 like pan card, tax residency certificate, certificate of incorporation, income tax registration number etc. to release 90% freight in time.
- 8) It is mandatory that, at the time of nomination, owner's shall ensure that vessel complies with all statutory requirements of load port and discharge port, such as Right ship, any other questionnaires, compliances etc.
- 9) Owner's shall have to sign the CP and no deviation there from shall be allowed.

IMPORTANT: At the time of nominating vessel all relevant documents, owner's & head owner's full address to be submitted to Charterer to obtain DG Shipping License. The Owners/Brokers should submit all related documents/ certificates. In the event of delay in submission of requisite documents or change of documents, penalty, if any, incurred by Charterers shall be to the account of vessel owner's.

11. The vessel nominated by owners 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. The vessel has to be strictly not more than 15 years of age.

12. Owners must be well conversant with acceptability of vessel at different load/discharge ports and while nominating vessel they should confirm to those limitations/restrictions to ensure vessel suitable and meet all load/discharge port requirements including ISM/ ISPS Code before calling at load/discharge ports with all valid certificates on board.
13. Vessel should have valid International Trade Federation Certificate or a bonafide agreement acceptable to the International Trade Workers Federation. Owners to ensure that vessel is acceptable at load port and charterers not responsible if load port workers etc. do not handle vessel.
14. Vessel/Floating crane to hold a valid gear certificate in accordance with the International Dock Safety Convention, covering the duration of the voyage and the same to have been tested.
15. Owners confirm that minimum distance of 13 meters is available between any ship's gear to allow safe entry of the ship loader.  
 Owners / vessels / charterers have to comply with ISPS code / requirements.
16. Master/Owners of the vessel shall give by mail / fax approximate notices on fixing, owners also to adhere to 14 days terminal notice requirement as required by the load port **XXXXXX**, followed by 20/15/10 days approximate notice, 7/5 days definite notices together with exact quantity of cargo required and number of hatches available for loading, followed by 3/2/1 days arrival notices to:

1. Agent: Charterer's agent both ends (Owner's paying customary agency fee).

2. Loadport Agents:

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3. **XXXXXX (SHIPPERS)**

XXXXXX  
 XXXXXX

4. **MMTC LIMITED – INDIA**

XXXXXXXX  
 XXXXXXXX  
 XXXXXXXX  
 XXXXXXXX  
 XXXXXXXX

While giving 5 days definite notice, Master of the vessel to declare the exact quantity required to be loaded at the load port and the number of hatches available for loading.

17. Vessel not to tender before 00:01 hours local time **XXXXX, 2019**. In case of delay in arrival of the vessel beyond the cancelling date of 23:59 hours local time **XXXXX, 2019** the Charterers have the option of either cancelling the charter within 24 hours

of NOR tendering time or continue with the charter. If the vessel arrives (due to any reason whatsoever) after the cancelling date and if the Charterer nevertheless do not cancel the charter, lay time will start only from the date of commencement of loading.

18. Owners/Master should arrange for holds of the vessel to be cleaned free from residue of previous cargo like Sulphur, Fertilisers, etc. before loading the cargo.
19. Upon arrival of the vessel at the outer anchorage or at the pilot station of the load port at any time in or out of office hours, whether the vessel is in free pratique or not and in berth or not, provided the vessel is in all respects ready to load, Master of the vessel shall serve on the Suppliers or their Agents, the Notice of Readiness of the vessel to load cargo (Master's Notice of Readiness). However, for the purpose of lay time counting, N.O.R. shall be deemed tendered 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 shippers 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 Shippers in the Statement of Facts which is also to be accepted and signed by the Master/Agents of the vessel at the load port. In such an event, the lay time shall not be deemed to have commenced until the vessel is in fact ready to load in all respects.  
Lay time (i.e., loading time) shall commence 24 hours after the time at which Master's Notice of Readiness is served, whether vessel is in berth or not and in free pratique or not.  
If the 24 hours turn time expires on Saturday afternoon Sunday or holidays, lay time shall commence 0800 hours on the next working day unless loading of the material is sooner commenced in which event the actual time used shall count as lay time. Any time lost by the vessel in waiting for the berth shall also count as loading time. If any time is used by Suppliers/Shippers on Saturday afternoon, Sundays or holidays to deliver / load the material into the vessel, the time actually used shall count as lay time.
20. Master/Owners also to advise berthing/loading prospects on arrival of vessel at load port and also to keep all concerned regularly informed about loading status / progress.
21. The Charterers shall arrange for a safe loading berth at load port and shall load and trim coal on board the vessel free of risk and expenses to the vessel, but always under the supervision of the Master. Claims for damages caused to the vessel by Stevedore, if any, are to be settled between Ship owners and Suppliers/Shipper. The vessel is to notify the Suppliers/ Shipper and the port operators at load port, in writing, prior to vessels departure from the load port of any alleged damage to vessel by the Stevedores and failure to so notify shall bar any claim thereof. Claim on damages at load port to be lodged within 60 days from the date of incident failing which the Owners claim will be debarred and relieve the Shippers of all responsibility. However, the Charterers shall assist the Owners in settling the Owners' claim with Suppliers/ Shipper for damage caused to the vessel by Stevedores or port operators.

22. The Shippers shall load the cargo in accordance with the Master's or Chief Office's instructions and shall arrange to trim the cargo to the Master's satisfaction. Trimming of vessel's cargo by Suppliers shall be limited to spout trimming or by such mechanical trimmer, as may be available at the load port but under the supervision of the Master of the vessel.
23. The Owners shall ensure that, the vessel shall provide to the Suppliers free use of cranes/grabs, as available on board, and power for use in trimming cargo and for all work, incidental thereto, together with all lights, as on board, for working the vessel at no cost to the Suppliers or Charterers.
24. At the loading port, the Suppliers shall load the material on board the vessel at an average rate of **XXXXX MT** basis 5 or more hatches and prorate if less, per weather working day of 24 consecutive hours. Saturday afternoon, Sundays and holidays till 0800 hours on Monday / next working day excluded unless used and if used actual time used to count as lay time.
25. On completion of loading, a Statement of Facts shall be made out at the load port duly signed by the Master/Agents of the vessel and the Suppliers/their representatives.
26. The Owners/Master/Agents shall ensure release of Bill(s) of Lading marked "Freight to be paid as per Charter Party immediately and in any case, not later than 24 hours of completion of loading. Quantity determined by draft survey conducted at the loading port shall be declared in the Bill(s) of Lading.
27. Bill(s) of Lading to be issued in "CONGEN" bill form only, marked "Freight to be paid as per Charter Party" and shall be signed by the Master of the vessel. Master must sign as many sets of Bill(s) of Lading as presented by the Charterers / Shippers.
28. In case Charterers/Receivers are not able to produce original Bill of Lading on arrival of vessel at discharge port, Owners / Master to instruct their discharge port agents to issue the delivery orders and allow discharge of cargo against ordinary Letter of Indemnity issued by the Charterers/Receivers.
29. A sailing telegram, email / fax is to be sent by the Master of the vessel to "MMTC LIMITED - INDIA on vessel leaving loading port, giving sailing date, speed, commodity, total quantity loaded and estimated draft fore and aft on arrival at discharge port and estimated time of arrival at discharge port. This is to be followed up by 20/15/10 day's approximate 7/5 days definite and 3/2/1 days arrival notices of E.T.A. at discharge port.
30. Owners guarantee that the vessel's arrival draft at first or sole discharge port in India will not exceed available water arrival draft at Paradip.
31. ~~Vessel to be suitable to enter/ discharge at Vizag inner harbor. In case vessel's dimensions are higher, it shall be Owners responsibility to get vessel berthed at Vizag inner harbor, if so required by giving necessary Indemnity etc. to Vizag port Trust for which any time lost / expenses incurred to be for owners account. Vessel may be discharged at outer harbor berths (general cargo berth, no more berth etc. and inner harbor berths of Vizag port including berths under control of B.O.T. Operators) Charterers' option. Owners shall be required to obtain permission from~~

~~Port Authorities for berthing of the vessel at all the locations. If necessary under port rules/regulations and also shall furnish indemnity / any other documentary requirements to port authorities for berthing and discharging operation at the berths. NOT APPLICABLE~~

32. Notice of Readiness at the port of discharge to be served by the Ship owners during normal office hours i.e., 0930 am to 0430 pm on working days (Monday to Friday) and 0930 am to 1200 noon on Saturday to port offices of Charterers as per details given below:

1. MMTC LIMITED  
ALOK BHARATI COMPLEX,  
SHAHID NAGAR,  
BHUBANESHWAR-751007.  
INDIA.  
PHONE : XXXXX.  
EMAIL – XXXXX

2. MMTC LIMITED.  
SCOPE COMPLEX, CORE-1,  
INSTITUTIONAL AREA,  
LODHI ROAD,  
NEW DELHI – 110003, INDIA.  
T/PH : XXXXX.  
EMAIL – XXXXX

33. TIME COUNTING PROVISIONS:

~~AT DISCHARGE PORT IF TURN TIME OF 12 HRS EXPIRES ON SATURDAY AFTERNOON, LAYTIME WILL COMMENCE AT 0800 HRS ON FIRST WORKING DAY BY IF TURN TIME OF 12 HRS EXPIRES ON SATURDAY AFTERNOON, SUNDAY OR CP HOLIDAY(S) LAYTIME WILL COMMENCE AT 0800 HRS ON FIRST WORKING DAY~~

~~At each discharging port, even if at second/third discharge port the vessel arrives on demurrage, time to count 24 hours after Notice of Readiness is served on arrival of the vessel within port limits at each port of discharge and whether in berth or not and in free pratique and is ready in all respects to discharge the cargo, even if used. If turn time of 12 hours expires on Saturday afternoon, Sunday or C/P holiday(s), time to count from 0800 hours on the first working day, even if vessel arrives on demurrage at second/third discharge port. NOT APPLICABLE~~

~~Sunday and Holidays included (SHINC) provision to be applicable after commencement of lay time.~~

~~Time shall not count between noon on Saturday and 8 a.m. on Monday nor between 5 p.m. (noon if Saturday), on the last working day preceding a charter party holiday and 8 a.m. on the first working day thereafter, unless used and if used actual time used to count, unless the vessel is already on demurrage. Unless used for Vizag/Paradip and Haldia / SHINC for Gangavaram provision to be applicable after commencement of lay time.~~

If the vessel is ordered to Haldia and is unable to give Notice of Readiness by reason of congestion at Haldia, time shall commence to count 24 hours after Notice of vessel's arrival off Sand heads has been given by radio to Charterers or their Agents and received by them during ordinary office hours. Whilst waiting off Sand heads Sundays, C/P holidays and Saturdays after 12 noon until 8 a.m. Monday not to count unless vessel is on demurrage. Time proceeding from Sand heads to Haldia not to count.

34. Non-weather working days declared by Port Authorities and bad weather / rain periods if reported in Statement of Facts (SOF) shall not be counted as lay time, even if discharge operations are continued for some part of day unless vessel is already on demurrage.
35. Steaming time from anchorage to berth on arrival of vessel at load/discharge port not to count, even if vessel is already on demurrage.
36. Charterers/Shippers have the option to load/discharge vessel at a second safe berth, in which case, time used in shifting not to count as lay time and shifting expenses to be for Owners' account even if vessel already on demurrage.
37. Cost of opening and closing of hatches. Gangway placement, grab fixing to be for Owners' account and time used not to count as lay time even if vessel already on demurrage.
38. In the event of breakdown of equipment of the vessel by reason of disablement or insufficient power, etc. the period of such inefficiency shall not count as lay time. Irrespective of vessel is on demurrage or not.
39. Owners / Master / their Agents shall allow representatives of Inspecting Agency nominated by Shippers / Charterers on board to carry out draft survey and to inspect / supervise at all stages of loading / storage / Discharging of cargo at loading / discharging ports. Time used for draft survey / check at load / discharge ports to be for owners' account even if vessel already on demurrage.
40. At the discharge port, time lost by reason of all or any of following causes shall not be counted as discharge time unless vessel is already on demurrage.
  - a) War, Rebellion, Tumult, Political disturbances, Insurrections;
  - b) Lockouts, strike, riots, civil commotions;
  - c) Epidemic, Quarantines, Landslips, Floods, Frost or Snow, Bore Tides, Bad weather;
  - d) 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;
  - e) Accident at the Wharf;
  - f) Intervention of Sanitary customs and/or other constituted authorities;
  - g) Stoppages whether partial or total on Rivers and Canals;
  - h) Any other causes beyond control of the Charterers.
41. Charterers guarantee to discharge the cargo at the average rate of **XXXXX metric tons** basis Paradip per weather working day of 24 consecutive hours, Sundays and holidays included basis 5 or more hatches and pro-rata if less, Unless used provisions to be applicable after commencement of lay time.

~~25,000 metric tons for Gangavaram and 35,000 metric tons for Dhamra discharge per weather working day of 24 consecutive hours, Sundays and Holidays included (SHINC) basis 7 or more hatches prorated if less. SHINC provision to be applicable after commencement of lay time. Depending upon facilities available at the disports, Charterers to have option of engaging alternate modes of discharge such as engaging barges / shore handling facilities at any available safe berth / point / anchorage, etc...~~

NOT APPLICABLE.

42. Owners guarantee that the vessel has minimum 4 number of cranes each of capacity minimum 25 tones and minimum 4 number of grabs each of minimum 10-12 cubic meters capacity and serving all hatches and accordingly – (applicable if vessel is geared) The minimum capacity to discharge is **XXXXXX** tons per day of 24 consecutive hours. Vessel should have a minimum of 5 holds and hatches in working condition. Vessel having a Rightship GHG (green house gas) rating of F or G shall not be accepted. Owners to also guarantee that the vessel has fully automatic grabs, which do not require manual labour to open/close.

A joint survey shall be conducted in order to ascertain the particulars of cranes and grabs as above. In the case of any deficiency, the Surveyor's report shall be binding on Owners and Charterers and the rate of discharge shall be reduced proportionately. (applicable if vessel is geared)

43. Demurrage rate at the load ports shall be **USD XXXXX** per day or pro rata.  
Despatch rate at the load ports shall be **USD XXXXX** per day or pro rata, working time saved both ends.  
Demurrage rate at the discharge port shall be **USD XXXXX** per day or pro rata.  
Despatch rate at the discharge port shall be **USD XXXXX** per day or pro rata, working time saved both ends.

Despatch at the load/discharge ports shall be calculated on the basis of "working time saved". Lay time allowed for loading and discharging being non-reversible  
Note: Under no circumstances demurrage rate shall exceed US\$ 9500 PDPR Half Despatch.

44. Freight shall be paid by CHARTERERS (MMTC LIMITED-INDIA) at the rate of **US\$ XX.XX** (U.S. XXXXX only) per Metric ton Free In and Out Trimmed basis one load **XXXXX**, AUSTRALIA (Gladstone Port, Australia) / one discharge port Paradip, E.C. India. Less 2.5% address commission to Charterers (MMTC LIMITED-INDIA) and 2% ILOW.

Freight Payment Clause: Freight is payable in U.S. Dollars by telegraphic transfer to :  
-

Beneficiary Name: \_\_\_\_\_  
BENEFICIARY BANK NAME: \_\_\_\_\_  
BENEFICIARY BANK ADDRESS: \_\_\_\_\_  
BANK A/C NO.: \_\_\_\_\_  
BENEFICIARY SWI FT CODE: \_\_\_\_\_  
CORRESPONDENT BANK: \_\_\_\_\_

SWIFT CODE: \_\_\_\_\_

- a) INITIAL 90% PAYMENT SHALL BE MADE INITIALLY ON BILL OF LADING QUANTITY LESS 2% WITHIN SEVEN (7) WORKING DAYS OF VESSEL AND CARGO'S SAFE ARRIVAL AT DISCHARGE PORT AND ON SUBMISSION OF FREIGHT BILL, IN TRIPLICATE, ALONG WITH COPY OF OWNERS' INCORPORATION CERTIFICATE AND INCOME TAX REGISTRATION NUMBER ON LETTERHEAD.
  - b) THE BALANCE 10% OF THE FREIGHT TOGETHER WITH DEMURRAGE (IF ANY) OR LESS DISPATCH (IF ANY) WILL BE PAID WITHIN 120 (ONE HUNDRED TWENTY) DAYS OF COMPLETION OF DISCHARGE ON PRODUCTION OF (1) COPY OF BILL(S) OF LADING (2) COPY OF CHARTER PARTY (3) RECEIPT OF PAYMENT OF DISPATCHERS / AGENCY FEE AT THE LOADING PORT(S) (IF APPLICABLE) (4) COPY OF NOTICE OF READINESS / STATEMENT OF FACTS WITH SUPPORTING DOCUMENTS AND (5) TIME SHEETS.
  - c) Owners to confirm receipt of funds within ten days of remittance of initial and final payments.
  - d) Freight is deemed to be earned upon safe arrival of the vessel and the cargo at the first or sole discharging port. The entire freight shall be at all times be at the risk of the vessel's Owners.
  - e) All banking charges incurred outside India for remitting 90% freight, and 10% balance freight shall be borne and paid for by the Charterers (MMTC LIMITED-INDIA).
45. 2.5% address commission to Charterers (MMTC LIMITED - INDIA), applicable taxes if any, and 2% ILOW shall be deducted on freight / demurrage / dead freight payable by owners and same to be deducted from the freight.
- Brokerage commission (plus GST on brokerage), if any, will be collected by the brokers from Owners.
46. Vessel to be consigned to Charterers Agents at loading and discharging port(s), Owners paying customary agency fee.
47. The Ship owners shall pay and bear all port charges (except port loading and unloading charges), tonnage dues, light dues and other taxes, assessments and charges, which are customarily payable on or with respect to the vessel at load port and discharge port.
48. Any dues and / or taxes on cargo to be for Charterers account but customary vessel's port charges including berthing expenses and any other dues and / or taxes on vessel / freight, even if measured by quantity of cargo on board to be for Owners' account.
49. Owners / Master shall provide free use of light, as on board, that maybe needed for working the vessel in nights and in each case, free of expense to the Shippers/Charters.
50. Overtime shall be to the account of the party ordering same. But if ordered by port Controller or his Authority, the same shall be shared equally between Owners and Charterers.



51. Entire extra insurance on cargo, if any, by reason of vessel's Age, Flag or Class to be for Owners' account.
52. In case of claim for damage done to the vessel during discharging, such claims to be presented by the Master immediately after the damage has been sustained with, the third party damage report, failing which, Charterers shall not be responsible. The claims for damages caused to the vessel by Stevedores, if any, during discharge at Paradip are to be settled between Ship owners and Stevedores. However, the Charterers shall assist the Owners in settling such claims. Claims for damages caused to vessel by Stevedores during discharge at other discharge port are to be settled between Ship owners and Stevedores, failing which, Charterers to remain responsible for settlement of such claims. In all cases, the vessel is to notify the Charterers / Stevedores, in writing, prior to vessel departure from discharge port, of any alleged damage to the vessel by Stevedores along with third party damage report and failure to so notify shall bar any claim thereafter. The Master of the vessel shall get a joint survey conducted with the Stevedores to determine the extent of damage sustained to the vessel. The joint survey must be conducted before the departure of the vessel from Port in which the damage took place. Failure to submit final claim within 60 days will debar the claim and relieve Stevedores of all responsibilities. In the absence of a joint survey the claim shall stand barred and Stevedores shall stand absolved and relieved of all responsibility.
53. The Owners undertake that, the vessel has not been sold nor will be sold for scrapping or otherwise during currency of this charter.
54. If vessel is Deponent Owned the Owners to furnish No Objection Certificate from Head Owners as per Charterers format.
55. Protection and Indemnity Bunkering Clause:  
The vessel in addition to all other liberties shall have liberty as part of the contract voyage and at any stage thereof to proceed to any port or ports whatsoever whether such ports are on or off the direct and / or customary route or routes to the ports of loading or discharge named in this Charter there take oil bunkers in any quantity in the discretion of the Owners even to the full capacity of the fuel tanks or any other compartment in which oil can be carried whether such amount is or is not required for the Chartered Voyage.
56. Arbitration Clause:  
All disputes arising under this Charter Party shall be settled in India in accordance with the provisions of the Arbitration & Conciliation Act, 1996, (no. 26 of 1996) or any further amendments thereof, and under the Maritime Arbitration Rules of the Indian Council of Arbitration. The Arbitrators to be appointed from out of the Maritime Panel of Arbitrators of the Indian Council of Arbitration. The place of Arbitration shall be New Delhi (India) and the courts at New Delhi shall have the exclusive jurisdiction upon any matter arising out of this contract.
57. Force Majeure Clause:  
If either Shippers / Charterers be prevented from discharging their or its obligations under this agreement by reason of arrests or restraints by Government or people, war, blockade, revolution, insurrection, mobilization, , strikes, civil commotions, acts



of God, plague or other epidemics, breakdown of mining, rail, road, or port equipment, destruction of materials by fire or flood or other natural calamity interfering with production, loading or discharging, the obligations under this agreement shall be deferred to a date to be agreed considering the length of time required to resume natural operations.

However, if any one occurrence of force majeure continues uninterrupted for thirty days or more or if the total of such occurrence within the agreed shipment period adds to ninety days or more, Owners / Charterers may opt to cancel this agreement without in any way, being liable to the other party for such cancellation invoking protections under such clause will put the other party on notice within a reasonable period of time supported by certificate from Chamber of Commerce or concerned Governmental Authority or concerned authority or company secretary and shall likewise intimate the cessation of such causes. The delivery shall be resumed by the party / parties fifteen days from the cessation of force majeure causes.

58. Default:  
Should Suppliers / Charterers fail to provide materials for shipment or to ship the materials by the time or times agreed upon or should Suppliers / Charterers in any manner or otherwise, fail to perform the contract 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 Suppliers / Charterers shall be entitled to declare the contract as at an end without any liabilities on either side. During the pendency of this agreement either party shall have the option to terminate this agreement by issuing one month notice to other party.
59. Owners / Vessel / Charterers to comply with ISPS code / requirements.
60. Online terminal questionnaire has to be filled to obtain Shipper's acceptance to vessel nominations.
61. Charterers need minimum 2 working days for lifting subs for the nominated and performing vessel.

CHARTERERS  
For and on behalf of Charterers  
MMTC LIMITED

PERFORMING OWNERS FOR THIS CP  
For and on behalf of Performing Owner

NAME :  
Designation :

NAME:  
Designation: