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Corrigendum No. 4 to Tender No. MMTC/C&HC/16-17/HCC-03 dated 23/03/2017

Sub.: Tender for Imported Prime Hard Coking Coal

For foreign suppliers, following Terms and Conditions shall be applicable:

Delivery Terms (for foreign suppliers)	Prompt shipments on C&F FO, Paradip basis. Coking Coal to be shipped on or before May 5, 2017. The delivery on C&F FO, Paradip basis . (See Annexure VIII)
EMD and PBG	Bidders need to submit EMD of US\$ 50000 and successful bidder shall submit a Performance Bank Guarantee for 5% of the contract value. However, MTPL, Singapore shall be exempted from submission of EMD and PBG.
Documents (w.r.t Clause 1, Part I)	MTPL Singapore and other foreign suppliers are exempted from submission of copies of Pan Card, Vat Registration Certificate, Service Tax Registration Certificate, CST Registration Certificate for coking coal etc. However, foreign suppliers need to submit NOC from mine owners regarding shipment of offered cargo(if bidder is a trader and is offering material of some mine.)
Terms of Payment	In case of foreign suppliers who have offered cargo on C&FFO basis, payment to such suppliers shall be made in US\$. Payment shall be made by MMTC to the Seller and MMTC shall open Letter of Credit for 100% cargo value.
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 “Buyer” and reimbursed by the

	<p>“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.</p> <p>The Buyer at their option and at their own expense, may also depute their 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-VII.</p> <p>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.</p> <p>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.</p> <p>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 "BUYER SAMPLE".</p> <p>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".</p> <p>1.2. The SELLER shall furnish to the Buyer, the Certificate of Sampling and Analysis issued by the independent inspection agency of repute at the load port indicating:</p> <p>LOADPORT ANALYSIS:</p> <ul style="list-style-type: none"> (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) <p>Note: i) The Certificate of Sampling and Analysis shall be got prepared in 2(Two) originals, copy of which shall be e-</p>
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	<p>mailed/faxed by the SELLER to the Buyer 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.</p> <p>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 _____.</p> <p>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.</p> <p>1.4 The supplies of the MATERIALS should be as per the guaranteed specifications specified in the tender document. However, for any deviations in exceptional cases, in the Certificate of Sampling and Analysis at the Load port, referred to in Para 1.2 specifications laid down in hereinabove, from the quality Of the coking coal stated in the tender document, 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 VII.</p> <p>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 Buyer reserves the right to terminate the Agreement in case there are frequent deviations from the <u>Guaranteed Specifications</u>.</p>
<p>TERMS OF PAYMENT:</p>	<p>Buyer 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</p>

	<p>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:</p> <ol style="list-style-type: none"> 1. 3/3 sets of original clean on Board Bill(s) of Lading made out to order and blank endorsed marked Notify "MMTC Ltd., Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubneshwar 751 007, INDIA". The Bills of Lading must be issued in 'CONGENBILL FORM' only. Note: Charter Party Bill(s) of Lading marked "Freight Pre-paid" (in case of C&F(FO) basis will be acceptable. 2. Signed Commercial Invoices-in quadruplicate. 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 of Technical Specifications of the tender document. 4. Certificate of Origin issued by Chamber of Commerce or a similar authorized agency in duplicate. 5. Loadport Draught Survey Weight Certificate issued by the independent inspection agency of repute at loadport-in triplicate. 6. SELLER'S Certificate-in quadruplicate, confirming that four non-negotiable copies of Bill of Lading (b)(Two signed copies of Commercial Invoice(s) six copies of the
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	<p>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 Buyer referred to in hereinabove, have been sent direct through Courier Service direct to the Buyer "MMTC Ltd., Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubneshwar 751 007, INDIA", within seven days from the date of Bill(s) of Lading.</p> <p>7. Copy of SELLER'S FAX/e-mail advice of shipment to the Buyer in quadruplicate.</p> <p>8. Within 7 (seven) days from the date of Bill of Lading in respect of the consignment, the SELLER shall send through Courier Service, direct to the Buyer at "MMTC Ltd., Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubneshwar 751 007, INDIA", the following documents in respect of each shipment:</p> <p>(a) Four non-negotiable copies of B/L. (b) Two signed 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 Buyer referred hereinabove.</p> <p>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 8 hereinabove and Seller's advice to shipment stated at Clause 7 hereinabove to the Buyer at e-mail smodi@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 VII Pertaining to penalty for deviations. MMTC reserves the right to request the supplier for hatch wise Bill of Ladings/ split B/L's.</p>
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All other terms and conditions of the tender document dated 23.3.2017, Corrigendum No. 1 dated 29.03.2017, Corrigendum No. 2 dated 30.03.2017 and Corrigendum No. 3 dated 30.03.2017 shall remain the same.

(L. Ramesh)
Addl. GM
06/04/2017

Annexure-VII

**PENALTY FOR DEVIATION FOR COKING COAL/ PENALTIES FOR
EVALUATION OF OFFERS FOR COKING COAL (For Overseas Suppliers)**

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

**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 6 hereinbelow. Such vessels shall not normally be over 15 years of age. However, in case of vessels over 15 years of age but not over 20 years of age have to be engaged, the SELLER shall seek prior clearance of the PURCHASER. The holds of each vessel shall be cleaned before loading, to avoid contamination. The vessel nominated to the Purchaser should not carry cargo for any other party than the Purchaser.

- 1.2. If, on arrival of the vessel at the nominated Indian port of discharge, it is considered by the PURCHASER that the grabs are not capable of lifting minimum 8 tonnes of the MATERIALS per grab per cycle as a result of which the vessel may not be capable of maintaining the discharge rates as guaranteed by the PURCHASER as per Para 6 hereinbelow, 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 7 herein below and the computation of laytime used shall be based on the rate of discharge as assessed by independent marine surveyor, wherever it is less than the discharge rate guaranteed by the PURCHASER for the relevant port of discharge.

1.4. Keeping in view the limitations at the port of PARADIP, the SELLER shall ensure that the vessels engaged by them for shipment of the MATERIALS under this Agreement have (a) length overall (LOA) (b) beam length not and (c) arrival draughts (available Water) at PARADIP.

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

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

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

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

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

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

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

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

2.1.7. The opening and the closing of the hatches of the vessel shall always be done by the vessel's crew and the cost involved therein and the time used therefore shall be to the account of the 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 (NWW), 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, boretimes, 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/Panamax 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

PROFORMA FOR PRICE BID (For Overseas Suppliers)

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

4.

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

C&F (Free Out) Paradip	US\$.....
	(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.

5. Quantity offered: _____ Metric Tons

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

7. Validity of the Offer expires on :

8. Shipment *----- :

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

(*) Bidder to indicate lay can