

MMTC LIMITED, SCOPE COMPLEX, LODHI ROAD, NEW DELHI, INDIA

NOTICE INVITING E-TENDER NO. MMTC/FERT/ TG UREA/2013-14/03 DATED 26.08.2013 FOR SUPPLY OF TECHNICAL GRADE UREA														
1.	COMMODITY	SUPPLY OF TECHNICAL GRADE PRILLED UREA FOR INDUSTRIAL USE												
2.	QUANTITY	3646 MT (2400 MT – NHAVA SHEVA, MUMBAI, 300 MT – MUNDRA, 100 MT – ICD PATLI, 100 MT – KANDLA/PIPAVAV, 500 MT – PIPAVAV AND 246 MT - CHENNAI), IN 50 KG HDPE BAGS IN 20 FEET CONTAINERS. MMTC RESERVES THE RIGHT TO DECIDE EXACT QUANTITY TO BE PURCHASED EITHER IN FULL OR PART AND ALSO RESERVES THE RIGHT TO BUY PART QUANTITY OUT OF THE OFFERED QUANTITY BY A BIDDER. MMTC ALSO HAS THE DISCRETION TO INCREASE THE QUANTITY TO MEET THE EXIGENT REQUIREMENT OF OUR CUSTOMERS												
3.	BILLS OF LADING REQUIREMENT	3646 MT (34 B/L OF 100 MT EACH AND 1 B/L OF 246 MT)												
4.	SPECIFICATIONS	<p>TECHNICAL GRADE PRILLED UREA</p> <table border="0"> <tr> <td>NITROGEN</td> <td>% BY WT. MIN</td> <td>46</td> </tr> <tr> <td>MOISTURE</td> <td>% BY WT. MAX</td> <td>0.5</td> </tr> <tr> <td>BIURET</td> <td>% MAX</td> <td>1.0</td> </tr> <tr> <td>PARTICLE SIZE</td> <td>(0.85- 2.80 MM)</td> <td>90.0% MIN.</td> </tr> </table> <p>PLEASE NOTE UREA SHOULD BE UNCOATED</p>	NITROGEN	% BY WT. MIN	46	MOISTURE	% BY WT. MAX	0.5	BIURET	% MAX	1.0	PARTICLE SIZE	(0.85- 2.80 MM)	90.0% MIN.
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5.	MARKINGS ON BAGS (MARKINGS ARE CUMPULSORY AS PER STATUTORY REQUIREMENTS)	<p>TECHNICAL GRADE UREA FOR INDUSTRIAL USE ONLY</p> <p>NAME OF THE IMPORTER: MMTC LIMITED MONTH OF IMPORT: SEPTTEMBER 2013 PURPOSE/USE: FOR INDUSTRIAL USE ONLY TG UREA BAGS SHOULD HAVE TWO INCHES RED COLOUR BORDER ON FRONT SIDE.</p>												
6.	DISCHARGE PORT	<p>NHAVA SHEVA, MUMBAI, INDIA MUNDRA, INDIA ICD PATLI, INDIA KANDLA/PIPAVA, INDIA CHENNAI, INDIA</p>												
7.	SHIPMENT PERIOD	LATEST BY 25 SEPTEMBER 2013												
8.	ORIGIN	TO BE INDICATED BY BIDDERS.												
9.	PRICE	<p>TO BE INDICATED BY BIDDERS IN US DOLLARS PER METRIC TONNE FOB LOADPORT AND C&F DISPORT LINER OUT IN CONTAINERS.</p> <p>IN CASE THE OFFER PRICE IS QUOTED IN CURRENCY OTHER THAN US DOLLARS, FOR PURPOSE OF EVALUATION ONLY, THE SBI CARD RATE ON THE DATE OF TENDER CLOSING WILL BE USED FOR CONVERSION OF THE OFFERED PRICE INTO US</p>												

		DOLLARS EQUIVALENT.
10.	PAYMENT	CAD OR L/C AT SIGHT AS PER MMTC'S FORMAT. REIMBURSEMENT WILL BE MADE WITHIN 5 BANKING DAYS OF RECEIPT OF ORIGINAL DOCUMENTS AT THE COUNTER OF THE LC OPENING BANK.
11.	VALIDITY	OFFER SHOULD BE VALID UPTO 1700 HRS IST ON 09-09-2013.
12.	INSPECTION	CARGO SHALL BE INSPECTED FOR QUANTITY AND QUALITY BY AN INTERNATIONALLY REPUTED INSPECTION AGENCY APPOINTED BY THE BUYERS.
13.	INSURANCE	INSURANCE WILL BE TAKEN BY BUYER.
14.	EMD/ BID BOND	<p>CATEGORY- I "PRODUCERS" WHO SUBMIT THE BIDS DIRECTLY (OR THROUGH AUTHORIZED REPRESENTATIVE/AGENT IN INDIA) AND OFFERING TECHNICAL GRADE UREA FROM THEIR OWN PRODUCTION UNITS ARE EXEMPT FROM SUBMISSION OF BID BOND. ONLY THOSE PRODUCERS WILL BE TREATED AS "PRODUCERS" WHOSE NAMES ARE LISTED IN IFA PUBLICATION "SURVEY OF UREA CAPACITIES 1995" OR ANY UPDATED EDITION AND THE SUPPORTING DOCUMENTS ARE ENCLOSED.</p> <p>CATEGORY - II "ACCREDITED SUPPLIERS" AS RECOGNIZED BY MMTC SHALL SUBMIT A BID BOND AT THE RATE OF US \$ 4.00 PMT OF THE QUANTITY OFFERED.</p> <p>LIST OF ACCREDITED SUPPLIERS :</p> <ol style="list-style-type: none"> 1. HELM 2. TRANSAMMONIA 3. KEYTRADE 4. AMEROPA 5. A.C. TOEPFER 6. GAVILON 7. SWISS SINGAPORE 8. DREYMOOR FERTILIZER OVERSEAS PTE LTD. 9. RARE EARTH COMMODITIES DMCC 10. AMBER FERTILIZER 11. TRANSGLOBE DMCC 12. QUANTUM FERTILIZERS 13. KISAN INTERNATIONAL 14. BARY CHEMICALS 15. CONTINENTAL TRADERS PTE. LTD. 16. AGORA INTERNATIONAL TRADING PRIVATE LIMITED, SINGAPORE 17. FERTILISUL INTERNATIONAL LTD. 18. EMMSONS GULF DMCC 19. LIVEN AGRICHEM PTE. LTD. <p>CATEGORY- III ALL OTHER BIDDERS WHO ARE NOT COVERED ABOVE SHALL SUBMIT A BID BOND @ US \$ 10.00 PMT OF THE QUANTITY OFFERED.</p> <p>TENDERERS SHOULD FURNISH ALONGWITH THEIR OFFER, BID</p>

		<p>SECURITY IN US DOLLARS BY MEANS OF A BANK GUARANTEE ISSUED BY A SCHEDULED BANK IN NEW DELHI IN ORIGINAL, FOR VALUES AS MENTIONED ABOVE STRICTLY IN THE PRESCRIBED PROFORMA (ANNEXURE I) IN FAVOUR OF MMTC LIMITED AND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF ONE MONTH FROM THE LAST DATE OF VALIDITY OF OFFER. DEVIATIONS IN THE FORMAT OF BID BOND ARE NOT ACCEPTABLE. BIDS ARE LIABLE TO BE REJECTED IN CASE OF CONDITIONAL BID BONDS.</p> <p>CATEGORY II & III BIDDERS HAVE TO SUBMIT BANK REFERENCE TO SHOW CREDIT WORTHINESS OF BIDDER ALONGWITH THE BID.</p> <p>CATEGORY III BIDDERS ARE ALSO REQUIRED TO SUBMIT A CREDIT RATING REPORT FROM ANY OF THE FOLLOWING INTERNATIONAL CREDIT RATING AGENCIES:</p> <ol style="list-style-type: none"> 1. DUN & BRADSTREET 2. MOODY'S 3. STANDARD & POOR <p>CREDIT RATINGS NEED TO BE MINIMUM SATISFACTORY OR EQUIVALENT. REPORT TO BE SUBMITTED TO MMTC IN A SEALED COVER, BEFORE DUE TIME/DATE OF THE TENDER.</p>						
15.	PERFORMANCE GURANTEE BOND	<p>IN THE EVENT OF AN OFFER BEING ACCEPTED, PERFORMANCE GUARANTEE BOND SHALL HAVE TO BE SUBMITTED BY THE OFFERER STRICTLY AS PER MMTC'S FORMAT ONLY (ANNEXURE-II) WITHIN 7 DAYS FROM THE DATE OF ISSUANCE OF ACCEPTANCE OF OFFER. CONDITIONAL PG BONDS ARE NOT ACCEPTABLE. THE PG BOND SHOULD BE ESTABLISHED THROUGH ANY INDIAN SCHEDULED BANK IN NEW DELHI. THE VALUE OF THE PG BOND IN US DOLLARS SHALL BE AS FOLLOWS:</p> <table data-bbox="620 1266 1442 1465"> <tr> <td>CATEGORY-I(PRODUCERS)</td> <td>1% VALUE OF THE CONTRACT</td> </tr> <tr> <td>CATEGORY-II(ACCREDITED SUPPLIERS)</td> <td>3% VALUE OF THE CONTRACT</td> </tr> <tr> <td>CATEGORY- III OTHER BIDDERS</td> <td>10% VALUE OF THE CONTRACT</td> </tr> </table> <p>PLEASE NOTE THAT PG BOND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF ONE YEAR FROM THE LAST DATE OF VALIDITY OF OFFER.</p>	CATEGORY-I(PRODUCERS)	1% VALUE OF THE CONTRACT	CATEGORY-II(ACCREDITED SUPPLIERS)	3% VALUE OF THE CONTRACT	CATEGORY- III OTHER BIDDERS	10% VALUE OF THE CONTRACT
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16.	GENERAL	<ol style="list-style-type: none"> (I) PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS AS MENTIONED ABOVE. (II) INDIAN AGENT'S COMMISSION, IF ANY, WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DECUCTIONS. (III) MMTC RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS OR TO RE-TENDER AT MMTC'S SOLE DISCRETION WITHOUT ASSIGNING ANY REASONS. 						

		(IV)	CONTRACT SHALL BE CONSTRUCTED AND GOVERNED BY INDIAN LAW.
		(V)	SELLER TO ARRANGE 14 DAYS CONTAINER DETENTION FREE TIME AT FINAL DESTINATION.
		(VI)	BIDDERS TO SUPPLY THE MATERIAL IN 20 FEET CONTAINER.
		(VII)	SUPPLIERS TO ENSURE THAT THE BILL OF LADING ISSUED TO MMTC ON AWARD OF THE CONTRACT, MUST BE MENTIONED IN THE IGM TO BE FILLED BY THE SHIPPING / LINES AGENT AT DISPORT. THIS IS REQUIRED SINCE SOME OF OUR CUSTOMERS SHALL BE EFFECTING FURTHER SALE ON HIGH SEAS BASIS.
		(VIII)	B/L'S TO CLEARLY MENTION THAT DISCHARGE PORT TERMINAL HANDLING CHARGES (THC) HAS BEEN PREPAID AND THE AGENTS AT DISPORT TO BE ADVISED APPROPRIATELY TO AVOID ANY COMPLICATION LATER.
		(IX)	IN CASE BIDDERS ARE FINDING IT DIFFICULT TO PROVIDE FOR US \$ BID BOND/ PG, BIDDERS MAY SUBMIT THE SAME IN EQUIVALENT RUPEES.
		(X)	ALL CONDITIONS SUCH AS BID BOND/PG BOND, SPECIFICATION, MARKING ON THE BAGS, INSURANCE, LOADPORT INSPECTION, VALIDITY OF THE OFFER, SHIPMENT PERIOD, DISPORT TERMINAL HANDLING CHARGES (THC), INLAND HAULAGE CHARGES, INSURANCE AND FREE TIME AT DISPORT SHOULD BE AS PER TENDER

THE BIDS (BOTH TECHNICAL AND PRICE) ARE TO BE SUBMITTED LATEST BY 1100 HRS IST ON 02-09-2013 THROUGH THE ELECTRONIC MODE FOR WHICH YOU MAY LOG ON TO OUR WEBSITE [HTTPS://MMTC.EPROC.IN](https://mmtc.eproc.in)

ONLY THE BID BONDS ARE REQUIRED TO BE SUBMITTED PHYSICALLY IN SEALED ENVELOPES TO BE DROPPED IN TENDER BOX, LATEST BY 1100 HRS IST ON 02-09-2013, PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE 1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI, BEFORE THE CLOSING TIME OF RECEIPT OF TENDERS .

ANNEXURE-I

BID BOND PROFORMA

(ON A STAMP PAPER OF RS. 100/- TO BE EXECUTED BY A DELHI/NEW DELHI BRANCH OF ANY SCHEDULED BANK OF INDIA)

M/S. MMTC LTD.,
FERTILIZER DIVISION, CORE NO.1
“SCOPE COMPLEX”
7- INSTITUTIONAL AREA, LODI ROAD,
NEW DELHI-110 003. INDIA.

DEAR SIRs,

WHEREAS M/S. _____ (OFFEROR) HAS OFFERED TO SUPPLY A QUANTITY OF _____ MTS OF TECHNICAL GRADE UREA TO MMTC AND THE OFFEROR IS REQUIRED TO SUBMIT A BID BOND IN US DOLLARS AT THE RATE OF USD PMT FOR THE QUANTITY OFFERED ALONGWITH THE OFFER AS A GUARANTEE FOR FULFILLMENT OF ALL THE TERMS AND CONDITIONS OF SUBSEQUENT SALE, WE (BANK WITH FULL ADDRESS) HEREBY GUARANTEE AND UNDERTAKE TO PAY IMMEDIATELY ON DEMAND BY MMTC LTD., NEW DELHI THE AMOUNT OF US\$ _____ IN CASE THE OFFEROR FAILS TO PERFORM ANY OR ALL THE OBLIGATIONS, UNDERTAKEN BY HIM AS PER MMTC’S ACCEPTANCE WITHOUT RESERVATION, PROTEST, DEMUR AND RECOURSE TO SAID OFFEROR. ANY SUCH DEMAND IN WRITING MADE BY MMTC SHALL BE CONCLUSIVE AND BINDING ON US IRRESPECTIVE OF ANY DISPUTE OR DIFFERENCE RAISED BY THE OFFEROR.

NOTWITHSTANDING ANYTHING MENTIONED HEREIN BEFORE, OUR LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US\$ _____ (US DOLLARS _____ ONLY) AND IT WILL REMAIN IN FORCE UPTO _____ UNLESS A CLAIM UNDER THE GUARANTEE IS FILED AGAINST US ON OR BEFORE _____ ALL YOUR RIGHTS UNDER THE SAID GUARANTEE SHALL BE FOREFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL THE LIABILITIES THEREUNDER. WE, _____ BANK FURTHER AGREE THAT THE GUARANTEE HEREUNDER CONTAIN SHALL NOT SO AFFECTED BY CHANGE IN THE TERMS OF PURCHASE ORIGINALLY OFFERED BY THE OFFEROR.

DATED: _____ FOR

PLACE: _____ BANK

ANNEXURE II

PERFORMANCE BANK GUARANTEE PROFORMA

Bank Guarantee No. _____ dated _____

(On a stamp paper of applicable amount to be executed by a Delhi / New Delhi Branch of a Scheduled Bank other than Gramin Bank or Cooperative Bank)

To

M/s MMTC Limited

Core 1, SCOPE Complex

7 Institutional Area

Lodhi Road

New Delhi 110003 (INDIA)

Dear Sirs,

- 1) WHEREAS, MMTC Limited, having its registered office at Core-1, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi -110 003 India and one of its office at _____(hereinafter called "the MMTC) have entered into Contract No. _____ dated _____ (hereinafter called 'the CONTRACT') for _____with M/s. _____(name) address _____, (hereinafter called the 'XX')
- 2) AND WHEREAS the 'XX' 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 Dollars _____.
- 3) AND WHEREAS at the request of the 'XX', we _____ Bank, _____(address), hereby irrevocably and unconditionally guarantee and undertake to payment to the MMTC, immediately on demand up to and not exceeding the sum of US Dollars _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' 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 the MMTC not exceeding the sum of US Dollars _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' 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 Performance Bank Guarantee.

- 5) NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to 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 thereunder 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 may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
- 8) This guarantee comes into force forthwith.
- 9) We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" 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 "XX" 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 variation or extension being granted to the said M/s 'XX'.
- 10) The liability of the Bank under this Guarantee shall be discharged on receipt of US Dollars _____ 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 will not be discharged due to change in the constitution of the Bank or the said 'XX'.
- 13) We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney granted to us by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____ 2013

Yours Faithfully
For and on behalf of Bank
(Address)
(Bankers Seal)