

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

<b><u>NOTICE INVITING E-TENDER NO. MMTC/FERT/ ADBLUE/2015-16/01 DATED 25.06.2015 FOR SUPPLY OF AUTOMOTIVE GRADE UREA SOLUTION - DIESEL EXHAUST FLUID(ADBLUE)</u></b>		
1.	COMMODITY	SUPPLY OF AUTOMOTIVE GRADE UREA SOLUTION - DIESEL EXHAUST FLUID(ADBLUE) FOR INDUSTRIAL USE
2.	QUANTITY	10000 Litres.  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	SAMPLE	BIDDERS ARE REQUESTED TO SUBMIT A SAMPLE OF ADBLUE.
4	PACKAGING	BIDDERS TO PROVIDE PACKAGING DETAILS
5.	BILLS OF LADING REQUIREMENT	IN MULTIPLE OF 100 LITRES
6.	SPECIFICATIONS	DIESEL EXHAUST FLUID(ADBLUE)  PRODUCT - AUTOMOTIVE GRADE UREA SOLUTION  AUS 32 SOLUTION  UREA CONTENT : 31.8-32.2% APPEARANCE : TRANSPARENT SOLUTION DENSITY : 1.087 – 1.093G.CM SPECIFIC GRAVITY : 1.09 (20 °C) INSOLUBLES : LESS THAN 20 (MG/KG) ALKALINITY AS NH <sub>3</sub> : 0.2 MAX (WT%) BIURET : 0.3 % (M/M) REFRACTIVE INDEX : 1.3814 – 1.3843 (AT 20 <sup>0</sup> C) ALDEHYDE : 5 MAX (PPM) PHOSPHATE(PO <sub>4</sub> ) : 0.5 MAX (MG/KG) Ca, Fe., Al, Cu, Zn, Cr, Ni, Mg, Na, K : 0.2 MAX (MG/KG)
7.	MARKINGS ON BAGS (MARKINGS ARE CUMPUISORY AS PER STATUTORY REQUIREMENTS)	MARKINGS ARE TO BE INDICATED BY MMTC AT THE TIMING OF PLACING ORDER.

8.	DISCHARGE PORT	KOLKATA, INDIA
9.	SHIPMENT PERIOD	PROMPT
10.	ORIGIN	TO BE INDICATED BY BIDDERS.
11.	PRICE	<p>TO BE INDICATED BY BIDDERS IN US DOLLARS PER LITRE OR PER 100 LITRE FOB LOADPORT AND C&amp;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 DOLLARS EQUIVALENT.</p>
12.	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.
13.	VALIDITY	OFFER SHOULD BE VALID UPTO 1700 HRS IST ON 13-07-2015.
14.	INSPECTION	CARGO SHALL BE INSPECTED FOR QUANTITY AND QUALITY BY AN INTERNATIONALLY REPUTED INSPECTION AGENCY APPOINTED BY THE BUYERS.
15.	INSURANCE	INSURANCE WILL BE TAKEN BY BUYER.
16.	EMD/ BID BOND	<p>ALL BIDDER'S HAVE TO SUBMIT BID BOND OF USD 1000/- AS PER FORMAT GIVEN IN ANNEXURE I</p> <p>PLEASE NOTE THAT BID BOND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF ONE MONTH FROM THE LAST DATE OF VALIDITY OF OFFER.</p>
17.	PERFORMANCE GURANTEE BOND	<p>SUCCESSFUL BIDDER(S) HAVE TO FURNISH PERFORMANCE BANK GUARANTEE OF USD 1000/- AS PER FORMAT GIVEN IN ANNEXURE II</p> <p>PLEASE NOTE THAT PG BOND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF ONE YEAR FROM THE DATE OF ISSUANCE OF LOI.</p>
18.	GENERAL	<p>(I) PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS AS MENTIONED ABOVE.</p> <p>(II) INDIAN AGENT'S COMMISSION, IF ANY, WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED</p>

		<p>FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DECUCTIONS.</p> <p>(III) MPMC RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS OR TO RE-TENDER AT MPMC'S SOLE DISCRETION WITHOUT ASSIGNING ANY REASONS.</p> <p>(IV) CONTRACT SHALL BE CONSTRUCTED AND GOVERNED BY INDIAN LAW.</p> <p>(V) SELLER TO ARRANGE 14 DAYS CONTAINER DETENTION FREE TIME AT FINAL DESTINATION.</p> <p>(VI) BIDDERS TO SUPPLY THE MATERIAL IN 20 FEET CONTAINER.</p> <p>(VII) SUPPLIERS TO ENSURE THAT THE BILL OF LADING ISSUED TO MPMC 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.</p> <p>(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.</p> <p>(IX) IN CASE BIDDERS ARE FINDING IT DIFFICULT TO PROVIDE FOR US \$ BID BOND/ PG, BIDDERS MAY SUBMIT THE SAME IN EQUIVALENT RUPEES.</p> <p>(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</p> <p>(XI) CLASS III DIGITAL SIGNATURE CERTIFICATE(DSC) IS MANDATORY TO PARTICIPATE IN E-AUCTION/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.</p>
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The bids are to be submitted either through electronic mode for which bidders may log on to website <https://mmtc.eproc.in> or in the physical mode at the below mentioned address. The bid bonds in original and the credit rating (as required) are required to be submitted physically in sealed envelopes to be dropped in tender box placed at **MMTC Limited, Fertilizer Division, 7<sup>th</sup> Floor, Core-1, Scope Complex, Lodhi Road, New Delhi**, before the closing time of receipt of tenders as above. Offers submitted without original bid bond shall not be considered. The offers in the prescribed format should be submitted by **1100 Hours IST 06.07.2015**.

**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. MPMC 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 \_\_\_\_\_ LITRES OF AUTOMOTIVE GRADE UREA SOLUTION - DIESEL  
EXHAUST FLUID(ADBLUE)TO MPMC AND THE OFFEROR IS REQUIRED TO SUBMIT A BID BOND  
IN US DOLLARS 1000/- (US DOLLARS ONE THOUSAND ONLY) 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 MPMC LTD., NEW DELHI THE  
AMOUNT OF US\$ 1000/- /(US DOLLARS ONE THOUSAND ONLY) IN CASE THE OFFEROR FAILS TO  
PERFORM ANY OR ALL THE OBLIGATIONS, UNDERTAKEN BY HIM AS PER MPMC’S  
ACCEPTANCE WITHOUT RESERVATION, PROTEST, DEMUR AND RECOURSE TO SAID OFFEROR.  
ANY SUCH DEMAND IN WRITING MADE BY MPMC 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\$ 1000/- (US DOLLARS ONE THOUSAND 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 One Thousand only.
- 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 One Thousand only 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 One Thousand 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 One Thousand only. 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 One Thousand 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 \_\_\_\_\_ 2015

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