

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

NOTICE INVITING E -TENDER NO. MMTC/FERT/2015-16/SUL/7 DATED 17/12/2015 FOR SUPPLY OF SULPHUR IN BULK FROM GLOBAL SUPPLIERS

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| 1. | COMMODITY | BRIGHT YELLOW CRUDE SULPHUR IN BULK |
| 2. | QUANTITY | ONE PARCEL OF 6000 MT +/- 10 % |
| 3. | DISCHARGE PORT | VIZAG, INDIA |
| 4. | SHIPMENT | 15 th JANUARY 2016 |
| 5. | ORIGIN | TO BE INDICATED BY BIDDERS. |
| 6. | SPECIFICATIONS | <p>BRIGHT YELLOW CRUDE SULPHUR OTHER THAN COLLOIDAL PRECIPITATED & SUBLIMED SULPHUR. PURITY OF SULPHUR 99.5% MINIMUM ON DRY BASIS, COMMERCIALY FREE FROM ARSENIC, SELENIUM & TELLURIUM</p> <p>FORM: GRANULAR/PRILLS FREE FROM LUMPS</p> <p>ASH CONTENT: 0.05% MAX.</p> <p>HYDROCARBONS: 0.05% MAX.</p> <p>ACIDITY (AS H₂SO₄): 0.05% MAX.</p> <p>MOISTURE: 3% MAX. HOWEVER, MOISTURE IN EXCESS OF 0.50% WILL BE PROPORTIONALLY REDUCED FROM THE INVOICED WEIGHT.</p> |
| 7. | COLOUR | BRIGHT YELLOW |
| 8. | PRICE | <p>MAY BE INDICATED BY BIDDERS BOTH IN US DOLLARS PER METRIC TONNE ON FOBT LOADPORT INDICATING LOAD RATE AND CIF BASIS DISCHARGE RATE OF 2000 MTS PWWDSHEXEIU BASIS 5 OR MORE WORKABLE HATCHES AND PRO-RATA, IF LESS PWWD OF 24 CONSECUTIVE HOURS AND PRO-RATA FOR PART OF WWD SUNDAYS HOLIDAYS EXCEPTED EVEN IF USED. OFFERS INDICATING PRICE ONLY ON CIF BASIS ARE LIABLE FOR REJECTION. CIF OFFERS TO INDICATE SEPERATELY OCEAN FREIGHT FROM LOAD PORT TO DISCHARGE PORT.</p> <p>DEMMURAGE/DESPATCH RATE TO BE PROVIDED AT THE TIME</p> |

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| | | OF NOMINATING THE VESSEL AS PER CHARTER PARTY SUBJECT TO COPY OF C/P IS GIVEN AND ACCEPTANCE TAKEN IN ADVANCE. |
| 9. | PAYMENT | BY L/C AT SIGHT AS PER MMTTC'S FORMAT. LC TO BE OPENED AS PER MMTTC'S STANDARD FORMAT AFTER RECEIPT OF ACCEPTABLE PG BOND AND SIGNED CONTRACT. |
| 10. | VALIDITY | OFFER TO BE KEPT VALID TILL 1700 HOURS IST ON 04 TH JANUARY 2016 FOR ACCEPTANCE. |
| 11. | DISCHARGE RATE | 2000 MT SHEX EIU AT VIZAG PORT ON THE BASIS OF FIVE OR MORE AVAILABLE WORKABLE HATCHES AND PRORATA IF LESS. TIME SHALL NOT COUNT BETWEEN 1400 HRS ON SATURDAY AND 0800 HOURS ON MONDAY AND BETWEEN 1400 HOURS ON THD DAY PRECEDING A LEGAL HOLIDAY AND/ OR PORT LABOUR HOLIDAY AND 0800 HOURS ON THE FIRST WORKING DAY THEREAFTER, EVEN IF USED AND IF THE VESSEL IS ON DEMURRAGE. |
| 12. | EMD/BIDBOND | <p>CATEGORY-I "PRODUCERS" WHO SUBMIT THE BIDS DIRECTLY (OR THROUGH AUTHORIZED REPRESENTATIVE/AGENT IN INDIA) AND OFFERING SULPHUR FROM THEIR OWN PRODUCTION UNITS ARE EXEMPT FROM SUBMISSION OF BID BOND.</p> <p>CATEGORY - II "ACCREDITED SUPPLIERS" AS RECOGNIZED BY MMTTC (WHO HAVE PERFORMED SATISFACTORILY AT LEAST FOR TWO YEARS IN LAST FIVE YEARS.) SHALL SUBMIT A BID BOND AT THE RATE OF US \$ 1.00 PMT OF THE QUANTITY OFFERED. THOSE SUPPLIERS.</p> <p>CATEGORY- III ALL OTHER BIDDERS WHO ARE NOT COVERED ABOVE SHALL SUBMIT A BID BOND @ US \$ 2.00 PMT OF THE QUANTITY OFFERED.</p> <p>TENDERERS SHOULD FURNISH ALONGWITH THEIR OFFER, BID 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 MMTTC LIMITED AND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF ONE MONTH FROM THE LAST DATE OF VALIDITY OF OFFER.I.E. UPTO 27TH JANUARY 2016. 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</p> |

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| | | <p>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 MPMC IN A SEALED COVER, BEFORE DUE TIME/DATE OF THE TENDER.</p> |
| 13. | GENERAL | <ol style="list-style-type: none"> A. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS AS MENTIONED ABOVE. B. 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. C. VESSEL SHOULD BE DULY FITTED WITH GRAB FOR SMOOTH UNLOADING AT DISCHARGE PORT. D. 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. E. ON AWARD OF THE CONTRACT, SUPPLIER SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MPMC FOR US \$ 25,000. F. ALL OTHER TERMS SHALL BE AS PER MPMC'S STANDARD TERMS FOR SUCH IMPORT. G. BIDS ARE TO BE SUBMITTED LATEST BY 1130 HRS. ON 21.12.2015 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE https://mpmc.eproc.in. BID BOND CAN BE SUBMITTED IN CLOSED ENVELOPE TO BE DROPPED IN TENDER BOX PLACED AT MPMC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1 , SCPOE COMPLEX, LODHI ROAD, NEW DELHI BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE. H. TECHNICAL BID WILL BE OPENED AT 11.45 HRS IST ON 21.12.2015 AND PRICE BID WILL BE OPENED AFTER VERIFICATION OF TECHNICAL BID. I. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID AND PRICE BID. |

NOTE:

1. 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.
2. THIS IS RETENDER FOR E -TENDER NO. MMTTC/FERT/2015-16/SUL/6. BIDDERS, WHO HAVE ALREADY SUBMITTED BID BOND FOR ABOVE TENDER, MAY NOT SUBMIT ANY BID BOND FOR THIS TENDER. THE BID BOND SUBMITTED FOR E -TENDER NO. MMTTC/FERT/2015-16/SUL/6 WILL BE VALID FOR THIS TENDER.

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. MMTCLTD.,
FERTILIZER DIVISION, CORE NO.1
"SCOPE COMPLEX"
7- INSTITUTIONAL AREA, LODI ROAD,
NEW DELHI-110 003. INDIA.

DEAR SIR,

WHEREAS M/S. _____ (OFFEROR) HAS OFFERED TO SUPPLY A QUANTITY OF _____ MTS OF SULPHUR TO MMTCLTD 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 MMTCLTD., NEW DELHI THE AMOUNT OF US\$ _____ IN CASE THE OFFEROR FAILS TO PERFORM ANY OR ALL THE OBLIGATIONS, UNDERTAKEN BY HIM AS PER MMTCLTD'S ACCEPTANCE WITHOUT RESERVATION, PROTEST, DEMUR AND RECOURSE TO SAID OFFEROR. ANY SUCH DEMAND IN WRITING MADE BY MMTCLTD 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 MPMC LIMITED
CORE 1, SCOPE COMPLEX
7 INSTITUTIONAL AREA
LODHI ROAD
NEW DELHI 110003 (INDIA)

DEAR SIRs,

- 1) WHEREAS, MPMC 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 MPMC) 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 MPMC 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 MPMC,

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 _____ 2015

YOURS FAITHFULLY

FOR AND ON BEHALF OF
BANK (ADDRESS)

(BANKERS SEAL)