

**NOTICE INVITING E-TENDER NO.
MMTC/FERT/COMPLEX/2014-15/1
DATED 9.6.2014 FOR SUPPLY OF COMPLEX FERTILIZERS**

1	COMMODITY	COMPLEX FERTILIZERS IN LOOSE BULK CONFORMING TO INDIAN FCO
2.	QUANTITY	25000 MT +/- 10% COMPLEX FERTILIZER 20:20:0:13
3.	DISCHARGE PORT	TUTICORIN, INDIA AT 3000 MT PWWD
4.	DISCHARGE RATE	3000 MT PWWD SHEX EIU
5.	SHIPMENT PERIOD	PROMPT
6.	ORIGIN	TO BE INDICATED BY BIDDERS
7..	SPECIFICATION	<p><u>AMMONIUM PHOSPAHTE SULPHATE (20:20:0:13)</u></p> <p>(i) MOISTURE, PER CENT BY WEIGHT : MAXIMUM : 1.0</p> <p>(ii) TOTAL NITROGEN, PER CENT BY WEIGHT: MINIMUM: 20.0</p> <p>(iii) AMMONIACAL NITROGEN, PER CENT BY WEIGHT: MINIMUM: 18.0</p> <p>(iv) NITROGEN IN THE FORM OF UREA, PER CENT BY WEIGHT, MAXIMUM: 2.0</p> <p>(v) NEUTRAL AMMONIUM CITRATE SOLUBLE PHOSPHATES AS (P2O5), PER CENT BY WEIGHT, MINIMUM: 20.0</p> <p>(vi) WATER SOLUBLE PHOSPHATES AS (P2O5), PER CENT BY WEIGHT MINIMUM: 17.0</p> <p>(vii) PARTICLE SIZE: NOT LESS THAN 90 PER CENT OF THE MATERIAL SHALL PASS THROUGH 4 MM IS SIEVE AND BE RETAINED ON 1MM IS SIEVE. NOT MORE THAN 5 PER CENT SHALL BE BELOW 1 MM IS SIEVE.</p> <p>(viii) SULPHUR (AS S), PER CENT BY WEIGHT , MINIMUM: 13.0</p> <p><u>NOTE : SCALE OF PENALTIES:</u> I) NUTRIENT LOSSES: FOR DEFICIENCY IN NUTRIENTS BEYOND THE LIMIT</p>

		<p>SPECIFIED IN FCO, THE CARGO WILL BE REJECTED. THE SUPPLIER SHALL REFUND THE LANDED COST OF THE CARGO FOUND UNFIT AS WELL AS ALL THE CONSEQUENTIAL HANDLING AND THE DISTRIBUTION COST THEREOF IMMEDIATELY ON MMTC'S FIRST DEMAND WITH VALUE DATE BEING DATE OF INITIAL PAYMENT TO THE SUPPLIER, FAILING WHICH PENALTY @ 17.26% P.A. SHALL BE PAYABLE UP TO THE DATE OF ACTUAL REMITTANCE BY THE SUPPLIER.</p> <p>II) WITH REGARD TO PENALTY OR EXCESS MOISTURE CONTENTS, THE PENALTY WILL BE LEVIED ON PRORATA BASIS. THE SCALE OF PENALTY WILL BE PRESCRIBED AS "TWO TIMES THE VALUE OF FERTILIZER EQUIVALENT TO EXCESS MOISTURE CONTENT IN ENTIRE SHIPMENT BY WEIGHT".</p> <p>III) THE PENALTY ON ACCOUNT OF DEVIATION IN PARTICLE SIZE WHICH WILL BE OF TWO COMPONENTS:</p> <p>A) PENALTY ON ACCOUNT OF DEFICIENCY IN PARTICLE SIZE</p> <p>B) PENALTY ON ACCOUNT OF EXCESS OVER SIZE PARTICLE</p> <p>THE NET PENALTY ON ACCOUNT OF PARTICLE SIZE DEVIATION WOULD BE TOTAL OF ITS TWO COMPONENTS (A + B) WHICH WILL BE DETERMINED AS UNDER:</p> <p>A) DEFICIENCY IN PARTICLE SIZE: (PERCENTAGE OF MATERIAL BELOW THE LOWER SIEVE IN THE SAMPLE) (-) (MAXIMUM PERMISSIBLE PERCENTAGE OF MATERIAL BELOW THE LOWER SIEVE). THE PENALTY ON ACCOUNT OF DEFICIENCY WILL BE 30% OF THE VALUE OF MATERIAL EQUIVALENT TO "DEFICIENCY IN PARTICLE SIZE (DEFINED ABOVE) IN ENTIRE SHIPMENT.</p> <p>B) PERCENTAGE OF OVER-SIZE MATERIAL: (PERCENTAGE OF MATERIAL ABOVE UPPER SIEVE IN THE SAMPLE) (-) (MAXIMUM PERMISSIBLE PERCENTAGE ABOVE UPPER SIEVE) THE PENALTY ON ACCOUNT OF OVER-SIZE WILL BE "15% OF THE VALUE OF FERTILIZER DETERMINED AS OVER SIZE IN ENTIRE SHIPMENT"</p>
8.	PRICE	IN U.S. DOLLARS PER METRIC TONNE ON FOBT LOADPORT INDICATING LOAD RATE AND LOADPORT RESTRICTIONS, IF ANY, AND C&F FO ABOVE PORT

		INDICATING DISCHARGE RATE. PLEASE NOTE THE BIDDERS ARE REQUIRED TO QUOTE BOTH FOB/LOADPORT AND C&F/DISCHARGE PORT PRICES BOTH ON SIGHT AS ALSO ON 180 DAYS BASIS. OFFERS MADE ONLY ON C&F BASIS ARE LIABLE FOR REJECTION.
9.	PAYMENT	BY LETTER OF CREDIT PAYABLE AT SIGHT AND ON 180 DAYS BASIS.
10	VALIDITY	OFFER TO BE KEPT VALID TILL 27.06.2014 AT 1700 HRS.
11.	ANALYSIS AND SAMPLING	MMTC/THEIR AGENTS SHALL DRAW SAMPLES FOR DETERMINING THE QUALITY OF THE CARGO AT THE PORT OF LOADING THROUGH ANY INTERNATIONALLY REPUTED INSPECTION AGENCY. THE ANALYSIS REPORT SHALL FORM A PART OF LC DOCUMENTS.
12.	WEIGHMENT	WEIGHMENT SHALL BE AS DETERMINED BY DRAFT SURVEY CONDUCTED THROUGH AN INDEPENDENT INTERNATIONALLY REPUTED SURVEYOR/INSPECTION AGENCY APPOINTED BY MMTC/ITS BUYER AT THE PORT OF LOADING. THE MATERIAL COST SHALL BE BASED ON B/L QUANTITY. THE DRAFT SURVEY REPORT AND CERTIFICATE OF WEIGHT SHALL FORM A PART OF LC DOCUMENTS
13.	GENERAL TERMS	<p>I. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER INDIAN FCO SPECIFICATIONS.</p> <p>II. INDIAN AGENTS COMMISSION IF ANY WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DEDUCTIONS.</p> <p>III. IN CASE OF BIDS RECEIVED FROM THE TRADERS, OFFERS MUST BE ACCOMPANIED BY AUTHORITY LETTERS FROM THE PRODUCERS FOR THE PRODUCT AND TONNAGE OFFERED.</p> <p>IV. 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.</p> <p>V. ALL BIDDERS EXCEPT PRODUCERS SHALL SUBMIT A BID BOND OF USD 1 PMT OR EQUIVALENT INDIAN RUPEES FOR THE OFFERED QUANTITY INCLUDING PLUS TOLERANCE.</p>

		<p>ON AWARD OF THE CONTRACT, SHIPPER SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTC AT 3% OF THE CONTRACT VALUE.</p> <p>VI. ALL OTHER TERM SHALL BE AS PER MMTC'S STANDARD TERMS AND CONDITIONS FOR IMPORT OF FERTILIZERS.</p> <p>VII. BIDS ARE TO BE SUBMITTED LATEST BY 1400 HRS. ON 17.06.2014 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE www.tenderwizard.com/MMTC OR THROUGH PYSICAL MODE FOR WHICH THE BIDDERS HAVE TO SUBMIT THEIR BIDS PHYSICALLY IN SEALED ENVELOPE TO BE DROPE IN TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1 , SCPOE COMPLEX, LODHI ROAD, NEW DELHI BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE.</p> <p>VIII. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM - TECHNICAL BID CONSISTING OF SPECIFICATION, BID BOND WHEREVER NECESSARY AND PRICE BID SEPARATELY.</p> <p>IX. BID BONDS IN ORIGINAL ARE REQUIRED TO BE SUBMITTED PHYSICALLY IN SEALED ENVELOPE TO BE DROPPED IN TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE 1, SCOPE COMPLEX, LODI ROAD, NEW DELHI BEFORE THE CLOSING TIME OF RECEIPT OF TENDERS AS ABOVE.</p>
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GENERAL MANAGER
FERTILIZER DIVISION

BID BOND PROFORMA

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

M/S. MMTC LTD.,
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 _____ TO MMTC AND THE OFFEROR IS REQUIRED TO SUBMIT A BID BOND IN US DOLLARS AT THE RATE OF USD 1 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. THIS GUARANTEE SHALL BE IRREVOCABLE AND SHALL REMAIN VALID TILL _____ IN NEW DELHI.

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 FORFEITED 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 BANK

PLACE: