

**NOTICE INVITING TENDER NO. MMTC/FERT/DAP/2014-15/2 DATED 07.05.2014 FOR SUPPLY OF DI-AMMONIUM PHOSPHATE (DAP)**

<b>1.</b>	<b>COMMODITY</b>	DI-AMMONIUM PHOSPHATE (DAP 18:46)
<b>2.</b>	<b>QUANTITY</b>	1,05,000 MT (+/-10%) A) 40,000 MT (+/-10%) – FIRM (WHITE/OFF WHITE) B) 35,000 MT (+/-10%) – AT BUYER'S OPTION (BROWN/DARK BROWN) C) 30,000 MT (+/-10%) – AT BUYER'S OPTION (BROWN/DARK BROWN)
<b>3.</b>	<b>SPECIFICATION</b>	DI-AMMONIUM PHOSPHATE (DAP)18:46 - AS PER INDIAN FCO LATEST AMENDMENTS MOISTURE, PERCENT BY WEIGHT, MAXIMUM : 2.5 TOTAL NITROGEN, PERCENT BY WEIGHT, MINIMUM : 18.0 AMMONICAL NITROGEN, PERCENT BY WEIGHT, MINIMUM : 15.5 UREA NITROGEN, PERCENT BY WEIGHT, MAXIMUM : 2.5 NEUTRAL AMMONIUM CITRATE SOLUBLE PHOSPHATES (AS P <sub>2</sub> O <sub>5</sub> ), PERCENT BY WEIGHT, MINIMUM : 46.0 WATER SOLUBLE PHOSPHATES (AS P <sub>2</sub> O <sub>5</sub> ), PERCENT BY WEIGHT, MINIMUM : 41.0 PARTICLE SIZE: NOT LESS THAN 90 PERCENT OF THE MATERIAL BE RETAINED ON 1 MM IS SIEVE & 4 MM IS SIEVE AND NOT MORE THAN 5 PERCENT SHALL BE BELOW 1 MM IS SIEVE
<b>4 .</b>	<b>DISCHARGE PORT &amp; ARRIVAL</b>	MUNDRA FOR 40000 MT FIRM QUANTITY IN JUNE 2014 MUNDRA FOR 35000 OPTIONAL QUANTITY IN 2 <sup>ND</sup> HALF OF JULY TO FIRST WEEK OF AUGUST 2014 GANGAVARAM 30,000 MT FOR OPTIONAL QUANTITY IN 1 <sup>ST</sup> HALF OF JULY 2014
<b>5.</b>	<b>DISCHARGE RATE</b>	MUNDRA 10,000 MT GANGAVARAM 7500 MT
<b>6.</b>	<b>PRICE</b>	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. OFFERS MADE ONLY ON C&F BASIS ARE LIABLE FOR REJECTION.

<b>8.</b>	<b>PAYMENT</b>	BY LETTER OF CREDIT PAYABLE AT SIGHT  IN CASE SHIPMENT FROM IRAN PAYMENT WILL BE IN AED ON CAD BASIS.
<b>9.</b>	<b>VALIDITY</b>	OFFER TO BE KEPT VALID FOR A PERIOD OF THIRTY FIVE DAYS FROM THE DATE OF TENDER OPENING
<b>10</b>	<b>ANALYSIS AND SAMPLING</b>	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.
<b>11</b>	<b>WEIGHMENT</b>	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 DISCHARGE. THE MATERIAL COST SHALL BE BASED ON B/L QUANTITY.

12	SCALE OF PENALTIES	<p>1. <b><u>NUTRIENT LOSSES</u></b> :  FOR DEFICIENCIES IN NUTRIENTS BEYOND THE LIMIT SPECIFIED IN FCO, THE CARGO WILL BE REJECTED. THE SUPPLIER SHALL REFUND THE LANDED COST OF THE CARGO FOUND UNFIT AS WELL AS 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% PER ANNUM SHALL BE PAYABLE UPTO THE DATE OF ACTUAL REMITTANCE BY THE SUPPLIER.</p> <p>2. 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>3. 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  B) PENALTY ON ACCOUNT OF EXCESS OVERSIZE PARTICLE</p> <p>THE NET PENALTY ON ACCOUNT OF PARTICLE SIZE DEVIATION WOULD BE TOTAL OF ITS COMPONENTS (A+B) WHICH WILL BE DETERMINED AS UNDER :</p> <p>A) <b><u>DEVIATION IN PARTICLE SIZE</u></b>  (PERCENTAGE OF MATERIAL BELOW THE LOWER SIEVE IN THE SAMPLE (-)  (MAXIMUM PERMISSIBLE PERCENTAGE OF MATERIAL BELOW THE LOWER SIEVE).</p> <p>THE PENALTY ON ACCOUNT OF DEFICIENCY WILL BE 30% OF THE VALUE OF MATERIAL EQUIVALENT TO <b>"DEFICIENCY IN PARTICLE SIZE (DEFINED ABOVE) IN ENTIRE SHIPMENT."</b></p> <p>B) <b><u>PERCENTAGE OF OVER-SIZE MATERIAL</u></b> :  (PERCENTAGE OF MATERIAL ABOVE UPPER SIEVE IN THE SAMPLE) (-).  MAXIMUM PERMISSIBLE PERCENTAGE ABOVE UPPER SIEVE)</p> <p>THE PENALTY ON ACCOUNT OF OVER-SIZE WILL BE <b>"15% OF THE VALUE OF FERTILIZER DETERMINED AS OVER-SIZE IN ENTIRE SHIPMENT."</b></p>
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<p><b>13</b></p>	<p><b>GENERAL TERMS</b></p>	<p>I. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS MENTIONED ABOVE.</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 SHALL SUBMIT A BID BOND OF US \$ 1 PMT OR EQUIVALENT INDIAN RUPEES FOR THE OFFERED QUANTITY INCLUDING PLUS TOLERANCE (AS PER ATTACHED FORMAT). THE BID BOND WILL BE VALID FOR ONE MONTH FROM THE DATE OF OPENING OF TENDER. ON AWARD OF THE CONTRACT, SHIPPER SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTC AT 3% OF THE CONTRACT VALUE VALID FOR 1 YEAR FROM THE DATE OF ISSUANCE OF PERFORMANCE GUARANTEE BOND.</p> <p>VI ALL OTHER TERMS SHALL BE AS PER MMTC'S STANDARD TERMS AND CONDITIONS FOR IMPORT OF FERTILIZERS.</p> <p>VII BIDS ARE TO BE SUBMITTED LATEST BY 1200 HOURS ON 15.05.2014 THROUGH PHYSICAL MODE FOR WHICH BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS INTO TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI.</p> <p>VIII. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID CONSISTING OF SPECIFICATION, BID BOND AND PRICE BID SEPERATELY. FOR DETAILS PLEASE LOG ON TO <a href="http://WWW.MMTCLIMITED.COM">WWW.MMTCLIMITED.COM</a> OR <a href="http://WWW.EPROCURE.GOV.IN">WWW.EPROCURE.GOV.IN</a></p> <p>IX. BID BOND IN ORIGINAL ARE REQUIRED TO BE SUBMITTED ALONGWITH TECHNICALLY BID IN ONE SEALED ENEVELOPE AND OTHER SEALED ENVELOPE WILL BE HAVING PRICE BID. BOTH THE SEALED ENEVELOPES ARE TO BE KEPT IN ANOTHER SEALED ENEVELOP SUBSCRIBING WITH TENDER NO. AND DATE ADDRESSED TO GENERAL MANAGER(FERTILIZER) MMTC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI AND THE SAME WILL BE DROPPED AT TENDER BOX PLACED AT MMTC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI.</p>
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BID BOND PROFORMA

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

M/S. MPMC 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 DAP TO MPMC AND THE OFFEROR IS REQUIRED TO SUBMIT A BID  
BOND IN US DOLLARS AT THE RATE OF USD 1.00 PMT OR  
EQUIVALENT INDIAN RUPEES FOR THE QUANTITY OFFERED  
INCLUDING PLUS TOLERANCE 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 FIRST  
DEMAND BY MPMC LTD., NEW DELHI THE AMOUNT OF US\$  
\_\_\_\_\_ IN CASE THE OFFEROR FAILS TO PERFORM ANY OR  
ALL THE OBLIGATIONS, UNDERTAKEN BY HIM AS PER MPMC'S  
ACCEPTANCE WITHOUT ANY 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. THIS GUARANTEE SHALL BE IRREVOCABLE AND SHALL  
REMAIN VALID TILL \_\_\_\_\_ IN NEW DELHI.

4. NOTWITHSTANDING ANYTHING MENTIONED HEREIN BEFORE,  
OUR LIABILITY UNDER THE GUARANTEE IS RESTRICTED TO US\$  
\_\_\_\_\_ (US DOLLARS \_\_\_\_\_  
\_\_\_\_\_ ONLY) AND IT WILL REMAIN IN FULL 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 BE AFFECTED BY CHANGE IN THE TERMS OF PURCHASE ORIGINALLY OFFERED BY THE OFFEROR. THIS BOND SHALL BE GOVERNED BY INDIAN LAWS AND WILL BE SUBJECT TO THE JURISDICTION OF COURTS AT NEW DELHI IN INDIA ALONE.

DATED:

FOR

PLACE:

BANK