

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

NOTICE INVITING E-TENDER, NO. MMTC/FERT/MOP/2014-15/1
DATED 24.03.2014 , FOR SUPPLY OF MOP IN BULK

1	COMMODITY	MURIATE OF POTASH (FERTILIZER GRADE) FREE FLOWING AND FREE FROM VISIBLE CONTAMINATION												
2	QUANTITY	60,000 MT (+/- 10%) - FIRM 200,000 MT (+/- 10%) – OPTIONAL AT MMTC’S OPTION												
3	DISCHARGE PORT	KANDLA, VIZAG, GANGAVARAM, KAKINADA, TUTICORIN, KRISHNAPATNAM, JNPT, MBPT(HB) OR ANY OTHER PORT AT THE DISCRETION OF MMTC												
4	SHIPMENT PERIOD	FOR FIRM QUANTITY: BY FIRST HALF OF MAY 2014 FOR OPTIONAL QUANTITY: FROM APRIL 2014 TO MARCH 2015 AT MMTC’S DISCRETION.												
5	ORIGIN	TO BE INDICATED BY BIDDERS.												
6	SPECIFICATIONS:	<table border="1"> <tr> <td>WATER SOLUBLE POTASH K₂O (POTASSIUM OXIDE),</td> <td>60.00% MINIMUM BY WEIGHT</td> </tr> <tr> <td>SODIUM AS NaCl, (ON DRY BASIS),</td> <td>03.50% MAXIMUM BY WEIGHT</td> </tr> <tr> <td>MOISTURE</td> <td>00.50% MAXIMUM BY WEIGHT</td> </tr> <tr> <td>PURITY OF KCl (POTASSIUM CHLORIDE)</td> <td>95.00% MINIMUM BY WEIGHT</td> </tr> <tr> <td>TOLERANCE LIMIT IN PLANT NUTRIENT AS PER FCO</td> <td></td> </tr> <tr> <td colspan="2">PARTICLE SIZE MINIMUM 65 PERCENT OF THE MATERIAL SHALL PASS THROUGH 1.7 MM IS SIEVE AND BE RETAINED ON 0.25 MM IS SIEVE</td> </tr> </table>	WATER SOLUBLE POTASH K ₂ O (POTASSIUM OXIDE),	60.00% MINIMUM BY WEIGHT	SODIUM AS NaCl, (ON DRY BASIS),	03.50% MAXIMUM BY WEIGHT	MOISTURE	00.50% MAXIMUM BY WEIGHT	PURITY OF KCl (POTASSIUM CHLORIDE)	95.00% MINIMUM BY WEIGHT	TOLERANCE LIMIT IN PLANT NUTRIENT AS PER FCO		PARTICLE SIZE MINIMUM 65 PERCENT OF THE MATERIAL SHALL PASS THROUGH 1.7 MM IS SIEVE AND BE RETAINED ON 0.25 MM IS SIEVE	
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7	COLOUR	CRYSTALLINE FREE FLOWING WHITE OR PINK COLOUR OF DARK SHADE (AT THE DISCRETION OF MMTC) AND FREE FROM VISIBLE CONTAMINATION OR CLAY AND GRIT												
8	PRICE	IN U.S. DOLLARS PER METRIC TONNE ON FOBT LOADPORT INDICATING LOAD RATE AND C&F FO INDIAN PORTS. DISCHARGE RATE FOR DIFFERENT PORTS SHALL BE AS UNDER: VIZAG/KAKINADA-4000 MT TUTICORIN- 5000 MT KRISHNAPATNAM- 6000 MT GANGAVARAM- 7500 MT OR ANYOTHER PORT AT THE DISCRETION OF MMTC;												

		PWWD SHEX EIU BASIS 4 OR MORE HATCHES PRORATA IF LESS
9	PAYMENT	BY LETTER OF CREDIT.
10.	VALIDITY	OFFER TO BE KEPT VALID TILL 1700 HOURS IST ON 05 th MAY 2014 FOR ACCEPTANCE.
11	GENERAL	<p>(I) PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER INDIAN FCO SPECIFICATIONS AND OF ORIGIN AND COLOUR AS INDICATED ABOVE.</p> <p>(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 DEDUCTIONS.</p> <p>(III) IN CASE OF BIDS RECEIVED FROM TRADERS, OFFERS MUST BE ACCOMPANIED BY AUTHORITY LETTER FROM THE PRODUCER 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) MMTC SHALL HAVE OPTION TO INCREASE/ DECREASE THE FIRM OR OPTIONAL QUANTITY DEPENDING ON ITS REQUIREMENT.</p> <p>(VI) OFFERS ARE TO BE SUBMITTED IN TWO BID SYSTEM I.E. ONE TECHNICAL BID COMPRISING QUANTITY, SPECIFICATION, DISCHARGE PORT, SHIPMENT PERIOD, ETC, ALONG WITH AUTHORITY LETTER. THE SECOND I.E. THE COMMERCIAL BID SHOULD CONTAIN DETAILS OF PRICE OFFERED.</p> <p>(VII) ALL BIDDERS EXCEPT MTPL, A 100% SUBSIDIARY OF MMTC, SHALL SUBMIT BID BOND OF USD 1 PMT OR EQUIVALENT INDIAN RUPEES FOR THE OFFERED QUANTITY INCLUDING PLUS TOLERANCE (AS PER ATTACHED FORMAT). ON AWARD OF THE CONTRACT, SUCCESSFUL BIDDER, EXCEPT MTPL SHALL ESTABLISH A</p>

		<p>PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTC AT 3% OF CONTRACT VALUE.</p> <p>(VIII) ALL NEW SUPPLIERS (THOSE WHO HAVE NOT SUPPLIED MOP TO MMTC DURING THE LAST 3 YEARS) ARE REQUIRED TO SUBMIT D&B, CRISIL, MOODY'S OR STANDARD POOR CREDIT RATING REPORT NOT OLDER THAN ONE YEAR. THE REPORT RATING NEEDS TO BE MINIMUM SATISFACTORY OR EQUIVALENT FOR CONSIDERATION.</p> <p>(IX) THE BIDS (BOTH TECHNICAL AND PRICE) ARE TO BE SUBMITTED THROUGH THE ELECTRONIC MODE FOR WHICH YOU MAY LOG ON TO WEBSITE www.tenderwizard.com/MMTC</p>
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CLASS III DIGITAL SIGNATURE CERTIFICATE (DSC) IS MANDATORY TO PARTICIPATE IN EAUCTIONS/ETENDERING. 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.

OFFERS ARE TO BE SUBMITTED LATEST BY 1400 HOURS IST ON 31ST MARCH 2014.

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 _____ 2014

Yours Faithfully

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