

NOTICE INVITING TENDER NO. MPMC/FERT/DAP/2014-15/1 DATED 16.04.2014 FOR SUPPLY OF DI-AMMONIUM PHOSPHATE (DAP)/_MONO-AMMONIUM PHOSPHATE(MAP)

1.	COMMODITY	DI-AMMONIUM PHOSPHATE (DAP) GRANULAR MONO-AMMONIUM PHOSPHATE(GMAP) POWDER MONO AMMONIUM PHOSPHATE
2.	QUANTITY	<p>MAP(GRANULAR)/DAP(GRANULAR):2*20,000 MT+/-10% FIRM</p> <p>MAP(GRANULAR)/DAP(GRANULAR):1*20,000 MT+/-10% OPTIONAL</p> <p>MAP (POWDER) : 1*20,000 MT +/-10% FIRM</p> <p>COLOUR: PREFERABLY WHITE / OFF WHITE / LIGHT SHADE / BROWN / BEIGE</p>
3.	SPECIFICATION	<p>A) GRANULAR MONO-AMMONIUM PHOSPHATE (GMAP) TOTAL NITROGEN : 10.00% MINIMUM BY WEIGHT ON DRY BASIS NITROGEN AS AMMONICAL NITROGEN : 10% MINIMUM BY WEIGHT ON DRY BASIS TOTAL NITROGEN IN THE FORM OF UREA : NIL TOTAL P₂O₅ : 44.00% MINIMUM BY WEIGHT ON DRY BASIS WATER SOLUBLE P₂O₅ : 37.00% MINIMUM BY WEIGHT ON DRY BASIS MOISTURE : 03.00% MAXIMUM BY WEIGHT PARTICLE SIZE : BIDDER TO SPECIFY PARTICLE SIZE AND FORM</p> <p>B) GRANULAR DI-AMMONIUM PHOSPHATE (DAP) TOTAL NITROGEN : 16.00% MINIMUM BY WEIGHT ON DRY BASIS NITROGEN AS AMMONICAL NITROGEN : 16.00% MINIMUM BY WEIGHT ON DRY BASIS TOTAL NITROGEN IN FORM OF UREA : NIL TOTAL P₂O₅ : 44.00% MINIMUM BY WEIGHT ON DRY BASIS WATER SOLUBLE P₂O₅ : 37.00% MINIMUM BY WEIGHT ON DRY BASIS MOISTURE : 03.00% MAXIMUM BY WEIGHT PARTICLE SIZE : 90% SHOULD PASS THROUGH 4 MM IS SIEVE AND SHOULD BE RETAINED ON 1 MM IS SIEVE. BELOW 1 MM SIZE SHOULD NOT</p>

		<p>BE MORE THAN 5%.</p> <p>C) POWDER MONO-AMMONIUM PHOSPHATE (PMAP): TOTAL NITROGEN : 08.00% MINIMUM BY WEIGHT ON DRY BASIS NITROGEN AS AMMONICAL NITROGEN : 08.00% MINIMUM BY WEIGHT ON DRY BASIS TOTAL NITROGEN IN THE FORM OF UREA : NIL TOTAL P₂O₅ : 44.00% MINIMUM BY WEIGHT ON DRY BASIS WATER SOLUBLE P₂O₅ : 37.00% MINIMUM BY WEIGHT ON DRY BASIS MOISTURE : 03.00% MAXIMUM BY WEIGHT</p>
4 .	DISCHARGE PORT	MAP(GRANULAR)/DAP(GRANULAR)/ MAP (POWDER) MBPT (ID)
5.	ARRIVAL AT DISCHARGE PORT	MAP(GRANULAR)/DAP(GRANULAR) SHIPMENT FROM 2 ND HALF OF MAY 2014 TO 2 ND HALF OF JUNE 2014 FOR FIRM QUANTITY AND JULY FOR OPTIONAL QUANTITY MAP (POWDER) SHIPMENT FROM 2 ND HALF OF MAY 2014 TO 1 ST HALF OF JUNE 2014
6.	DISCHARGE RATE	MAP(GRANULAR)/DAP(GRANULAR)/ MAP (POWDER) 1500 PWW D SHEX EIU BASIS 5 OR MORE AVAILABLE/ WORKABLE HOLDS/HATCHES, PRO RATA IF LESS.
7.	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. OFFERS MADE ONLY ON C&F BASIS ARE LIABLE FOR REJECTION.
8.	PAYMENT	BY LETTER OF CREDIT PAYABLE AT SIGHT IN CASE SHIPMENT FROM IRAN PAYMENT WILL BE IN AED ON CAD BASIS.
9.	VALIDITY	OFFER TO BE KEPT VALID FOR A PERIOD OF THIRTY FIVE DAYS FROM THE DATE OF TENDER OPENING

10	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.
11	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 DISCHARGE. THE MATERIAL COST SHALL BE BASED ON B/L QUANTITY.

12	<p>SCALE OF PENALTIES</p>	<p>1. <u>NUTRIENT LOSSES</u> : 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) <u>DEVIATION IN PARTICLE SIZE</u> (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 "DEFICIENCY IN PARTICLE SIZE (DEFINED ABOVE) IN ENTIRE SHIPMENT."</p> <p>B) <u>PERCENTAGE OF OVER-SIZE MATERIAL</u> : (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 "15% OF THE VALUE OF FERTILIZER DETERMINED AS OVER-SIZE IN ENTIRE SHIPMENT."</p>
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<p>13</p>	<p>GENERAL TERMS</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. 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>V. ALL BIDDERS SHALL SUBMIT A BID BOND OF US \$ 2 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 MPMC 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 MPMC'S STANDARD TERMS AND CONDITIONS FOR IMPORT OF FERTILIZERS.</p> <p>VII BIDS ARE TO BE SUBMITTED LATEST BY 1100 HOURS ON 24.04.2014 THROUGH PHYSICAL MODE FOR WHICH BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS INTO TENDER BOX PLACED AT MPMC 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 WWW.MPMCLIMITED.COM OR WWW.EPROCURE.GOV.IN</p> <p>IX. BID BOND IN ORIGINAL ARE REQUIRED TO BE SUBMITTED ALONGWITH TECHNICAL BID IN ONE SEALED ENVELOPE AND OTHER SEALED ENVELOPE WILL BE HAVING PRICE BID. BOTH THE SEALED ENVELOPES ARE TO BE KEPT IN ANOTHER SEALED ENVELOPE SUBSCRIBING WITH TENDER NO. AND DATE ADDRESSED TO GENERAL MANAGER(FERTILIZER) MPMC LIMITED, FERTILIZER DIVISION, 7TH FLOOR, CORE-1, SCOPE COMPLEX, LODHI ROAD, NEW DELHI AND THE SAME WILL BE DROPPED AT TENDER BOX PLACED AT MPMC 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 2.00 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