

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

**NOTICE INVITING E- TENDER NO. MMTC/FERT /SULPHUR /2015-16/01 DATED
06.05.2015 FOR SUPPLY OF SULPHUR IN BULK**

1.	COMMODITY	<p>BRIGHT YELLOW, FREE FLOWING, GRANULAR FORM (2-3MM)/PELLETS (3-5MM) FREE FROM LUMPS AND POWDER, SULPHUR IN BULK</p> <p>BIDDERS ARE REQUESTED TO SUBMIT THEIR OFFER WITH GUARANTEED VALUES AGAINST THE ABOVE CONSTITUENTS, AS THE SAME SHALL BE USED FOR EVALUATION. ANY OFFER WITH "TYPICAL" OR INDICATIVE VALUES OF THE ABOVE CONSTITUENTS SHALL NOT BE AVVEPTED.</p>
2.	QUANTITY	<p>10,000 MT +/- 10%</p> <p>THE QUANTITY IS INDICATIVE AND ACTUALLY SHIPPING SCHEDULE WILL BE WILL BE MUTUALLY AGREED TO BY MMTC AND TENDERER. HOWEVR, MMTC RESERVES THE RIGHT TO ORDER PART QUANTITY AT ITS SOLE DISCRETION.</p>
3.	DISCHARGE PORT DETAILS	<p>MBPT PORT (HB)</p> <p>RATE OF DISCHARGE: 2000 MT PWWD SHEX EIU. DRAFT 10 METER.</p> <p>RATE OF DISCHARGE APPLICABLE PER WEATHER WORKING DAY (PWWD) BASIS 4 OR MORE AVAILABLE / WORKABLE HOLS/HATCHES PRO RATA IF LESS.</p> <p>MMD CLEARANCE, IF REQUIRD, SHALL HAVE TO BE OBTAINED BY THE SUPPLIER/ SHIP OWNER FOR BERTHING OF THE VESSEL AT MBPT DUE TO THE NATURE OF THE CARGO.</p> <p>THE VESSEL SHALL BE SELF GEARD SINGLE DECKER BULK CARRIERS FITTED WITH MINIMUM 4 CRANES HAVING OUTREACH OGF MIN 8.50 METERS AND CRANE CAPACITY MIN 25 MT SWL EACH. THE VESSEL SHOULD BE ABLE TO SUPPLY SUFFICIENT POWER TO OPERATE ALL THE FOUR CRANES SIMULTANEOUSLY.</p>

		THE VESSEL SHOULD BE SUITABLE FOR GRAB DISCHARGE. THE VESSEL SHALL BE DISCHARGED IN MID- STREAM AT INNER ANCHORAGE.
4.	SHIPMENT PERIOD	SHIPMENT DURING MAY 2015. DELIVERY IS THE ESSENCE OF THE TENDER AND NO DEVIATION WHATSOEVER SHALL BE ACCEPTED.
5.	ORIGIN	TO BE INDICATED BY BIDDERS.
6.	SPECIFICATIONS	<p>PURITY ON DRY BASIS: 99.50% MINIMUM BY WEIGHT ORGANIC MATTER: 00.05% MAXIMUM BY WEIGHT ASH : 00.05% MAXIMUM BY WEIGHT MOISTURE : 00.50% MAXIMUM BY WEIGHT ACIDITY AS H₂SO₄ : 00.03% MAXIMUM BY WEIGHT CHLORIDE : 10 PPM MAXIMUM ARSENIC : NOT TRACEABLE SELENIUM : NOT TRACEABLE TELLURIUM : NOT TRACEABLE</p> <p>THE INVOICE WEIGHT WILL BE REDUCED PROPORTIONATELY IN THE EVENT OF MOISTURE CONTENT OF MATERIAL AS LOADED ABOARD THE VESSEL IS IN EXCESS OF 0.5% AND UPTO 3% MAXIMUM.</p> <p>IN CASE THE MOISTURE CONTENT IS FOUND TO BE BEYOND 3% MAXIMUM, THE CARGO SHALL BE REJECTED.</p>
7.	COLOUR	AS INDICATED IN SL. NO.1
8.	PRICE	<p>TO BE INDICATED BY BIDDERS BOTH IN US DOLLARS PER METRIC TONNE ON FOB LOADPORT INDICATING LOAD RATE AND C&F BASIS FOR DISCHARGE RATE OF 2000 MT PWWD SHEX EIU. RATE OF DISCHARGE APPLICABLE PER WEATHER WORKING DAY (PWWD) BASIS 4 OR MORE AVAILABLE / WORKABLE HOLDS/HATCHES PRO RATA IF LESS PER WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS , SUNDAYS AND HOLIDAYS EXPCTED, EVEN IF USED (WWDSEXEIU) .</p> <p>OFFERS INDICATING PRICE ONLY ON C& F BASIS ARE LIABLE FOR REJECTION. C&F OFFERS TO INDICATE SEPARATELY OCEAN FREIGHT FROM LOAD PORT TO DISCHARGE PORT</p> <p>DEMMURAGE/DESPATCH RATE OF USD 4000/2000</p>

		PDPR SHALL BE CONSIDERED.
9.	PAYMENT	<p>BY L/C AT SIGHT AS PER MMTC'S FORMAT AFTER RECEIPT OF ACCEPTABLE PG BOND AND SIGNED CONTRACT.</p> <p>IN ADDITION, BIDDER TO QUOTE INTEREST RATE APPLICABLE FOR AVAILING CREDIT UP TO 30/60/90/180 DAYS.</p>
10.	VALIDITY	OFFER TO BE KEPT VALID TILL 1700 HOURS IST ON 4 TH JUNE 2015 FOR ACCEPTANCE.
11.	EMD/BID BOND	<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 MMTC (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 MMTC LIMITED AND SHOULD BE KEPT VALID FOR A MINIMUM PERIOD OF ONE MONTH FROM THE LAST DATE OF VALIDITY OF OFFER. 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 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 MMTC IN A SEALED COVER, BEFORE DUE TIME/DATE OF THE TENDER.</p>
12.	PG BOND	<p>ON AWARD OF THE CONTRACT, SUPPLIER SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND AS PER DETAILS GIVEN BELOW IN THE FORMAT(ANNEXURE II) PRESCRIBED BY MMTC WITHIN 7 DAYS OF GIVING OF LOI BY MMTC. IN CASE THE PG BOND IS NOT SUBMITTED WITHIN THE ABOVE SPECIFIED PERIOD, THE BID BOND AMOUNT SHALL BE FORFEITED.</p> <p>CATEGORY – I : FOR PRODUCERS - 1% OF THE CONTRACT VALUE</p> <p>CATEGORY – II : FOR ACCREDITED SUPPLIER - 3% OF THE CONTRACT VALUE</p> <p>CATEGORY- III : ALL OTHERS BIDDERS - 5% OF THE CONTRACT VALUE</p> <p>PG BOND SHOULD BE KEPT VALID TILL 120 DAYS OF COMPLETION OF DISCHARGE OF THE LAST SHIPMENT. THE PG BOND SHALL NOT BE RELEASED TILL SETTLEMENT OF ALL CLAIMS.</p> <p>PG SHALL BE INVOKED IN CASE OF NON-EXECUTION OF THE CONTRACT.</p>
13.	LIQUIDATED DAMAGES	<p>IN THE EVENT OF FAILURE OF DELIVERY OF THE MATERIAL WITHIN THE TIME STIPULATED IN THE CONTRACT , IT IS AGREED THAT MMTC SHALL HAVE THE RIGHT TO EXERCISE ANY OR ALL OF THE FOLLOWING OPTIONS AS THE CASE MAY BE :</p> <ol style="list-style-type: none"> (A) TO CANCEL THE CONTRACT EITHER ENTIRELY OR TO THE EXTENT OF NON-SUPPLIED PORTION THEREOF AND PURCHASE THE MATERIAL AT THE RISK AND COST OF THE SUPPLIER. MMTC SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST BY INVOKING THE PG BOND. (B) TO PURCHASE FROM OTHER SOURCES

		<p>WITHOUT NOTICE TO THE SUPPLIER AT THE RISK AND COSTS OF THE SUPPLIER THE MATERIAL NOT DELIVERED OR MATERIAL OF SIMILAR DESCRIPTION FOR WHICH MMTc SHALL HAVE UNFETTERED RIGHT TO DECIDE SUCH OPTION WITHOUT CANCELLING THE CONTRACT IN RESPECT OF THE COSNIGNMENT(S) NOT YET DUE FOR DELIVERY. MMTc SHALL BE ENTITLED TO RECOVER SUCH ADDITIONAL COST BY INVOIKING THE PG BOND.</p> <p>(C) TO RECOVER AS MUTUALLY AGREED DAMAGES FOR THE DELAY IN DELIVERING THE MATERIAL FOR THE PERIODF OF SUCH DELAY BEYOND THE CONTRACTUAL DELIVERY PERIOD UNTIL ACTUAL DELIVERY OR UNTIL MMTc SECURES THE MATERIAL FROM OTHER SOURCES, A SUM EQUIVALENT TO 1% PER WEEK FOR EACH WEEK OR PARTS OF WEEK DELAY, SUBJECT TO MAXIMUM OF 5%. IN CASE OF SINGLE SHIPMEN CONTRACT, THE MUTUALLY AGREED DAMAGES SHALL BE APPLICABLE ON THE CONTRACT VALUE AND IN CASE OF MULTIPLE SHIPMENT CONTRACT, THE MUTTUALLY AGREED DAMAGES SHALL BE APPLICABLE ON THE UNDELIVERED QUANTITY.</p>
14.	GENERAL	<p>I. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS MENTIONED 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. BIDS SUBMITTED BY TRADERS MUST SUBMIT THE MANUFACTURER CERTIFICATE.</p> <p>IV. THE VESSEL SHOULD BE SUITABLE FOR GRAB DISCHARGE. THE VESSEL SHOULD BE DISCHARGED IN MID STREAM AT INNER ANCHORAGE. VESSELS OF 25 YEARS & ABOVE ARE NOT ACCEPTABLE.</p> <p>V. MMTc RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDER OR TO RE-TENDER AT MMTc’S SOLE DISCRETION WITHOUT ASSIGNING ANY REASONS.</p> <p>VI. BIDS ARE TO BE SUBMITTED LATEST BY 1100 HRS. ON 14.5.2015 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE</p>

		<p>https://mmtc.eproc.in OR THROUGH PHYSICAL MODE FOR WHICH THE BIDDERS HAVE TO SUBMIT THEIR BIDS PHYSICALLY IN SEALED ENVELOPE TO BE DROPPED 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. TECHNICAL BID WILL BE OPENED AT 1115 HRS IST ON 14.5.2015 AND PRICE BID WILL BE OPENED IMMEDIATELY AFTER OPENING OF THE TENDER.</p> <p>VII. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID AND PRICE BID. PHYSICAL OFFERS ARE TO BE SUBMITTED UNDER TWO BID SYSTEM I. E. ONE TECHNICAL BID COMPRISING QUANTITY, SPECIFICATIONS, DISCHARGE PORT, SHIPMENT PERIOD, ETC WITH BID BOND AND AUTHORITY LETTER. THE SECOND I.E. COMMERCIAL BID SHOULD CONTAIN THE DETAILS OF PRICE OFFERED. BOTH BIDS TO BE PLACED IN SEPARATE SEALED ENVELOPES MARKED ‘TECHNICAL BID’ AND ‘PRICE BID’ RESPECTIVELY AND BOTH ENVELOPES TO BE PUT IN THIRD SEALED ENVELOPE FOR SUBMISSION.</p> <p>VIII. ALL OTHER TERMS SHALL BE AS PER MMTC’S STANDARD TERMS FOR SUCH IMPORT.</p>
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MMTC LIMITED(FERTILIZER DIVISION)
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ANNEXURE I

BID BOND PROFORMA

(On a Stamp Paper of Rs. 100/- to be executed by a Delhi/New Delhi Branch of an Indian Scheduled Bank)

M/s. MMTC Limited
PO Box 7051, 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 Sulphur 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. This Guarantee shall be irrevocable and shall remain valid till _____ in New Delhi.

2. Notwithstanding anything mentioned herein before, our liability under the Guarantee is restricted to US\$ _____ (US Dollars _____ only) and it will remain in force up to _____ 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

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 MMTTC Limited
Core 1, SCOPE Complex
7 Institutional Area
Lodhi Road
New Delhi 110003 (INDIA)

Dear Sirs,

- 1) WHEREAS, MMTTC 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 MMTTC) 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 MMTTC 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 MMTTC, 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 MMTTC 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 MMTTC 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 MMTTC 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)