

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

NOTICE INVITING E -TENDER NO. MMTC/FERT/2014-15/SUL/1 DATED 10/07/2014 FOR SUPPLY OF SULPHUR IN BULK FROM GLOBAL SUPPLIERS

1.	COMMODITY	BRIGHT YELLOW CRUDE SULPHUR IN BULK
2.	QUANTITY	ONE PARCEL OF 9,000 MT +/- 10 %
3.	DISCHARGE PORT	VIZAG, INDIA
4.	SHIPMENT	SHIPMENT TO SUIT ARRIVAL AT VIZAG PORT LATEST BY 15 <sup>TH</sup> AUGUST 2014
5.	ORIGIN	TO BE INDICATED BY BIDDERS.
6.	SPECIFICATIONS	<p>BRIGHT YELLOW CRUDE SULPHUR OTHER THAN COLLODIAL PRECIPITATED AND SUBLIMED SULPHUR</p> <p>FORM: GRANULES/FLAKES/PELLETS/PRILLS FREE FROM LUMPS</p> <p>PURITY OF SULPHUR: 99.5% MINIMUM BY WEIGHT ON DRY BASIS (COMMERCIALY FREE FROM ARSENIC, SELENIUM, AND TELLURIUM)</p> <p>ASH CONTENT: 0.05% MAX.  HYDROCARBONS: 0.05% MAX.  ACIDITY (AS H<sub>2</sub>SO<sub>4</sub>): 0.05% MAX.  MOISTURE: 3% MAX. ON WET BASIS. HOWEVER, MOISTURE IN EXCESS OF 0.50% WILL BE PROPORTIONATELY REDUCED FROM THE INVOICED QUANTITY</p>
7.	COLOUR	BRIGHT YELLOW
8.	PRICE	MAY BE INDICATED BY BIDDERS BOTH IN US DOLLARS PER METRIC TONNE ON FOBT LOADPORT INDICATING LOAD RATE AND C&F FO BASIS DISCHARGE RATE OF 2000 MTS PWWDSHEXEIU BASIS 5 OR MORE WORKABLE HATCHES AND PRO-RATA, IF LESS PWWD OF 24

		<p>CONSECUTIVE HOURS AND PRO-RATA FOR PART OF WWD SUNDAYS HOLIDAYS EXCEPTED EVEN IF USED. OFFERS INDICATING PRICE ONLY ON C&amp;F BASIS ARE LIABLE FOR REJECTION. C&amp;F OFFERS TO INDICATE SEPERATELY OCEAN FREIGHT FROM LOAD PORT TO DISCHARGE PORT.</p> <p>DEMMURAGE/DESPATCH RATE TO BE PROVIDED AT THE TIME OF NOMINATING THE VESSEL AS PER CHARTER PARTY SUBJECT TO COPY OF C/P IS GIVEN AND ACCEPTANCE TAKEN IN ADVANCE.</p>
9.	PAYMENT	<p>BY L/C AT SIGHT AS PER MMTC'S FORMAT. LC TO BE OPENED AS PER MMTC'S STANDARD FORMAT AFTER RECEIPT OF ACCEPTABLE PG BOND AND SIGNED CONTRACT.</p>
10.	VALIDITY	<p>OFFER TO BE KEPT VALID TILL 1700 HOURS IST ON 04 AUGUST 14 FOR ACCEPTANCE.</p>
11.	DISCHARGE RATE	<p>2000 MT SHEX EIU AT VIZAG PORT ON THE BASIS OF FIVE OR MORE AVAILABLE WORKABLE HATCHES AND PRORATA IF LESS. TIME SHALL NOT COUNT BETWEEN 1400 HRS ON SATURDAY AND 0800 HOURS ON MONDAY AND BETWEEN 1400 HOURS ON THD DAY PRECEDING A LEGAL HOLIDAY AND/ OR PORT LABOUR HOLIDAY AND 0800 HOURS ON THE FIRST WORKING DAY THEREAFTER, EVEN IF USED AND IF THE VESSEL IS ON DEMURRAGE.</p>
12.	EMD/BIDBOND	<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 &amp; 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"> <li>1. DUN &amp; BRADSTREET</li> <li>2. MOODY'S</li> <li>3. STANDARD &amp; POOR</li> </ol> <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>
13.	GENERAL	<ol style="list-style-type: none"> <li>A. PLEASE NOTE THAT THE FORM OF MATERIAL SHOULD BE STRICTLY AS PER SPECIFICATIONS AS MENTIONED ABOVE.</li> <li>B. INDIAN AGENT'S COMMISSION, IF ANY, WILL BE PAID ONLY IN INDIAN RUPEES AND DEDUCTED FROM THE INVOICE VALUE. PAYMENTS ARE SUBJECT TO STATUTORY DECUCTIONS.</li> <li>C. VESSEL SHOULD BE DULY FITTED WITH GRAB FOR SMOOTH UNLOADING AT DISCHARGE PORT.</li> <li>D. 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.</li> <li>E. ON AWARD OF THE CONTRACT, SUPPLIER SHALL ESTABLISH A PERFORMANCE GUARANTEE BOND IN THE FORMAT PRESCRIBED BY MMTC FOR US \$ 25,000.</li> <li>F. ALL OTHER TERMS SHALL BE AS PER MMTC'S STANDARD TERMS FOR SUCH IMPORT.</li> <li>G. BIDS ARE TO BE SUBMITTED LATEST BY 1100 HRS. ON 23.07.2014 THROUGH ELECTRONIC MODE FOR WHICH BIDDERS MAY LOG ON TO WEBSITE</li> </ol>

		<p><a href="http://WWW.TENDERWIZARD.COM/MMTC">WWW.TENDERWIZARD.COM/MMTC</a> OR</p> <p>THROUGH PHYSICAL 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, 7<sup>TH</sup> FLOOR, CORE-1 , SCPOE COMPLEX, LODHI ROAD, NEW DELHI BEFORE THE CLOSING TIME OF RECEIPT OF THE TENDERS AS ABOVE.</p> <p>H. TECHNICAL BID WILL BE OPENED AT 1115 HRS IST ON 23.07.2014 AND PRICE BID WILL BE OPENED AT 1500 HRS IST ON 23.07.2014.</p> <p>I. BIDS ARE TO BE SUBMITTED IN TWO BID SYSTEM – TECHNICAL BID AND PRICE BID.</p>
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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 ANY SCHEDULED BANK OF INDIA)

M/S. MPMC 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 MPMC 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 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 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.

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)