



**ADDENDUM No. 1 Dated 28.12.2019**

**TO**

**TENDER FOR IMPORT OF YELLOW MAIZE (NON-GMO) AT VARIOUS PORTS  
IN INDIA**

**TENDER NO: MMTC/AGRO/IMP/MAIZE/2019-20/04 DATED: 20<sup>th</sup> Dec 2019**

**The due date for tender is extended upto 1500 Hrs (IST) on 07.01.2020**

**Following Clauses are amended and to be read as under:**

**Clause No. 5 QUANTITY FOR IMPORT AND SHIPMENTS:**

**Loose in Bulk, two lots of 25,000 MT (+/- 5%) each to be discharged at Vishakhapatnam Port, two lots of 25,000 MT (+/- 5%) at Tuticorin port and 25,000 MT (+/-5%) at Mumbai Port, India.** The bidder to bid for a minimum quantity of 25,000 MT (+/-5%). Partial shipments and transshipments shall not be allowed and comingled cargo shall not be allowed. It is the sole and absolute discretion of the buyer depending on the prices received in the tender to finalise the quantities.

**FLOATING CARGO IS NOT ACCEPTABLE**

**Shipment Period: latest by 10<sup>th</sup> February 2020**

**Clause No. 6 Price:**

To be quoted in US\$ PMT C&FFO basis one safe Indian port/one safe berth at Indian ports in bulk by providing breakup for FOB and Ocean Freight, as per **Annexure IV basis payment by LC at sight or Cash Against Documents (CAD)**. The Contract shall be evaluated on C&F basis.

**Based on the prices received by MMTC under this tender, MMTC reserves the right to accept prices based on L-1 quote under any of the shipment period for each port. The**

**total quantity under this tender is 1,25,000 MT (+/-5%) i.e. 50,000 MT (+/-5%) each at Vishakhapatnam Port and Tuticorin port and 25,000 MT (+/-5%) at Mumbai Port, shipment period would be at buyer's option.**

**Clause No. 7 BID VALIDITY:**

Bid must remain valid upto 1730 hrs (IST) on 15<sup>th</sup> January 2020.

**Clause No. 11 Submission of Bids:**

**Bidders shall submit their offers separately in two-bid format:**

**Part A: Technical Bid:** (electronic form only). The documents to be enclosed with electronic technical bid are (a) Technical Bid comprising of Quantity, Specifications, Discharge port, Packing, Shipment period,) etc as per Annexure-III, (b) MMTC E-Tender duly signed in original and stamped on all pages of NIT confirming that the Bid is strictly as per terms of E-Tender enquiry and acceptance of all terms and conditions of the e-tender, (c) Authority Letter, (d) integrity pact, (e) Mandatory Details of Bidder (Annexure I).

Original Bid Bond has to be submitted by post/by hand prior to opening of bids latest by 15:00 hrs IST on 07<sup>th</sup> January 2020 and received by MMTC at SCOPE Complex, Delhi.

**Part B: Price Bid** Price Bids are also to be submitted latest by **1500 hrs IST on 07<sup>th</sup> January 2020** through electronic mode only (Annexure-IV).

The Bidders may note that they have to give the price of MAIZE along with its origin. In case the price bids are received with a single price without specifying the respective origin, the same would be considered as a deficient bid. Bidders are therefore required to quote prices with origin.

Both bids "**TECHNICAL BID**" and "**PRICE BID**" are to be submitted latest by **1500 Hours IST on 07<sup>th</sup> January 2020** through electronic mode. Technical Bid and Price Bid is to be uploaded separately in the respective option field and price bid is not to be uploaded with technical bid. Price bid will be opened only of bidders who qualify in the technical bid.

Bidders may log on to website <https://mmtc.abcprocure.com> for submission of bids

**TERMS & CONDITIONS, FOR SUBMISSION OF BIDS IN ELECTRONIC MODE, ARE ATTACHED.**

**PLEASE NOTE THAT PRICE BID SENT THROUGH LETTER, FAX, E-MAIL ANY PHYSICAL FORM SHALL NOT BE ACCEPTED.**

Offers should be submitted as per Bids format provided at Annexure-IV

The technical bid of tender shall be **opened at 1515 Hrs. IST on 07<sup>th</sup> January 2020** and price bids of technically qualified bidders shall only be opened. Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

Offers shall be submitted as per price bid format provided at Annexure-IV. Bids with deviations may be summarily rejected. The bidder shall also have to submit a Certificate that the bid is in complete conformity with Tender Terms and Conditions per format on Annexure-VI.

The following terms shall also be complied with

- a) A duly authorized Local Agent of the principal may submit offers, act, and sign contracts and other documents. In case of any litigation and/or arbitration between MMTC and the bidders, summons or any other legal process served on such local agent of the bidder, shall be admitted and held as valid as if served upon the principal/bidder.
- b) Each page/document must be signed by the Bidder/their local agent.
- c) The buyer reserves the exclusive right to increase, decrease or split the quantity tendered.
- d) Letter(s) of acceptance will be issued by Fax or E-mail or Registered Post/Courier to the successful bidder(s) and/or his/their Agents(s) in India within the validity of offer.
- e) Offer(s) incomplete or deficient, received late and/or not accompanied by valid Bid Bond/EMD may be rejected at the discretion of the Buyer.
- f) The Buyer reserves the right to accept or reject any or all bids wholly or partially or counter the bid(s) without assigning any reason there for.

**Clause No. 12 PERFORMANCE BANK GUARANTEE:** The successful bidder (Seller) is required to establish Performance Bank Guarantee (PBG) for 5% value of the contract (including + 5% tolerance), within five (5) working days from the date of Letter of Award with validity upto **31<sup>st</sup> March 2020**. Upon acceptance of PBG, the EMD shall be returned and shall not carry any interest. The EMD of the successful bidder shall be forfeited/ encashed without any notice if the successful bidder fails to furnish the required Performance Bank Guarantee within stipulated time period as above.

The PBG should be in the prescribed format (**Annexure-V**) from or through any Nationalised/Prime/First class International Bank and issued by their correspondent Bank in India and the PBG should be encashable at the bank's counter in India on first demand. The PBG shall be released on completion of Contract signed between buyer and seller (hereinafter referred to as "Contract") in all respects.

**Invocation of Performance Bank Guarantee:**

- (i) MMTC reserves the right to invoke the Performance Bank Guarantee if the successful bidder (Seller) commits any breach of contract or fails to fulfill any

term(s) or conditions of the Contract, including but not limited to failure to supply goods within the stipulated time period.

- (ii) The Performance Bank Guarantee shall be released on successful and satisfactory execution of the Contract. No claim shall be admissible against MMTC in respect of interest on Performance Bank Guarantee regardless of the time of its release.
- (iii) Satisfactory performance of the Contract includes delivery of the commodity strictly according to the specifications, terms and conditions referred herein, within the stipulated period of shipment and settlement of all claims.

**Clause No. 19 SHIPMENT:**

The cargo to be discharged at an **average rate of 2,500 MT each for Tuticorin Port, Mumbai and Vishakhapatnam Port** (Loose Bulk Cargo) Per Weather Working Day (PWWD SAT PM SHEXIEU) of 24 consecutive hours based on minimum number of four holds/hatches or prorata. Each hold/hatch must have one gear/crane. Sundays and Holidays excepted, even if used. If detained longer, receiver to pay demurrage as per charter party, maximum upto USD 5,000/- per weather working day and on prorata for any part of the day. Dispatch money, if any, shall be paid by the Seller to Receiver at half the demurrage rate for all the time saved. Lay time at discharge port shall commence 24 hours after the notice of readiness has been received in writing by Fax or cable by the receiver on all working days from Monday.

a. The seller shall nominate vessels at least 7 days prior to loading, giving all particulars of the vessel including:  Name of the vessel; ex-name(s) if any

- Classification
- GRT/NRT/DWT
- Holds/hatches
- Type of vessel
- Flag of vessel
- Year & month of built/Age of vessel
- Type, condition and capacity of gear/derricks/cranes • LOA
- Beam
- Name of Charterer/Disponent owners with full name & style
- Details of P&I club for owners/charterers for cargo indemnity cover
- current and validity of planned voyage
- Hull insurance particulars and validity of cover
- Particulars of performance of vessel's previous two voyages in the
- Immediate past under same ownership and operation.

- b. Loading to commence only after nomination has been accepted by Buyer. Only vessels suitable for carrying Maize in bulk shall be nominated. Vessel(s) should be of such length and beam as to permit their easy entry to the Ports/Docks in India.
- c. The nominated vessel(s) should have a clean record with no pending historical issues/disputes at the discharge Port or any other port in India. The buyer shall not be responsible for any consequences arising out of dubious history of the Shipping Company and/or the vessel(s) nominated by the seller. The buyer shall be fully indemnified against any damage/loss incurred due to any such historical/pending issues/disputes in this regard.
- d. The Seller shall ensure that the goods are shipped on a vessel classed not lower than Lloyds 100 A1 or an equivalent class in the classification of any other recognized classification society. The nomination of the vessel shall be approved by the Buyer and the certificate of approval of vessel from the Buyer may form the part of the documents required under the Letter of Credit to be established by the Buyer.
- e. The vessel(s)' holds/hatches shall be dry and clean and fit for loading cargo(es) duly certified by the nominated surveyor. The nominated vessel(s) must be such that it can safely enter, berth, and discharge at the disport(s).
- f. Nominated Vessel(s) shall not be over 15-years of age. A vessel over 15 years of age but not exceeding 25 years of age would be acceptable provided conditions of OAP as below are complied with. The vessel on its last voyage prior to ship-breaking will not be acceptable. The seller to give details of the last three voyages undertaken, including nature of cargo carried, load port and discharge port.
- g. In case vessels are above 15 years of age, the Overage Insurance Premium due to age and flag of the vessel shall be to the account of the Seller and the underlying Letter of Credit shall stipulate that the amount of OAP shall be deducted from the Invoice value. In the event of vessel being over 15 years, overage insurance premium should be paid by the Seller as per Lloyds of London scale. For the purposes of OAP, the rates fixed by London Underwriters Association shall be applicable. Sellers have the option of paying the OAP to the buyers within 7 days of receipt of invoice from Buyer, failing which penal interest at the rate of 20% p.a. shall be chargeable.
- h. The nominated vessel(s) should be geared. Gearless vessel(s) shall be allowed subject to acceptance of port and MMTC's CHA, and if accepted, the vessel(s) should provide free power to the grab(s). Hiring charges for Crane(s) and/or grab(s) and/or any other equipment, as required, if any, shall be according to the port/CHA regulations and to the seller's account. The vessel(s) should be a bulk carrier(s). No twin decker vessel(s) shall be accepted
- i. Seller shall ensure that vessels fixed have full marine insurance cover for Hull and Machinery and P&I insurance with P&I club in the International Group of Clubs or in case of Chinese flag vessels, with China Ship Owners Mutual Insurance Brokers and Protection and Indemnity Club to the effect that on the date of fixture, the vessel

possesses Hull and Machinery insurance and full P&I insurance cover liability of the owners and/or the charterers.

- j. In any event, the Sellers must obtain a Certificate from the vessel owners and Charterer (if relevant) or their representative that the vessel owners and Charterers (if relevant) undertake to continue the Hull and Machinery and P&I insurance unaltered until completion of the discharge at the final destination ports as per Charter party.
- k. Charter Party should provide that the owners of the vessel shall not change the ownership and/or the name of the vessel till completion of the voyage and discharge of the cargo and that the vessel is not intended for break up till the voyage is completed and cargo discharged.
- l. Combining/co-mingling of Buyer's cargo with any other cargo shall not be allowed.
- m. All cargo loaded shall be in cargo holds. Transshipment and Shipment on deck are prohibited.
- n. After completion of loading, the seller shall, within 24 hours, inform the Buyer by Email/fax, complete details of cargo loaded, date of commencement and completion of loading, Bill of Lading No. & date and Invoice value. It shall also contain the ETA at the discharge port.
- o. Arrival draft of the vessel(s) should not exceed permissible limit for berthing at designated Indian ports. If arrival draft exceeds permitted draft at the nominated port as above, the responsibility of arranging lighterage and all lighterage expenses shall be Sellers/Ship's account. **Time taken for Lighterage shall also not constitute lay time.**
- p. Vessel to supply at discharge port at all time ropes and net slings free of charge. In case these are to be supplied by Buyer or its agent, same shall be at Sellers costs.
- q. At discharge port the vessel shall be confined to Buyers agent/nominee, with owner paying customary fees.
- r. Vessel shall give 15 days' notice to Buyer at their address given earlier. Thereafter 7 days, 3 days and 24 hours firm notices should be given.
- s. Written Notice of Readiness to discharge/deliver cargo (NOR) can be tendered at the discharge port only after the vessel has arrived at the port of discharge, completed all port formalities and filed application for berthing, obtained free-pratique, filed Customs and Import General Manifests, secured prior entry at Customs and has been cleared for discharge by Customs, PPQ and/or other statutory Govt. Agencies, therefore being ready in all respects for discharging cargo, even if final entry has not been obtained. NOR is to be tendered to the Buyer's port office and its nominated agent signed by the Master and/or owner's agent.
- t. NOR is to be tendered between 1000 hours and 1700 hours IST on weekdays excluding Sundays, Charter Party holidays, and local holidays and between 1000 hours and 1300 hours on Saturdays.

- u. The cargo to be discharged at an average rate(s) as defined in Clause 4 of this tender document. The discharge rate shall be calculated Per Weather Working Day (PWWD) of 24 consecutive hours based on minimum 4 working hooks or prorata thereof.
- v. Lay time to commence 24 hours after a valid NOR is served and accepted. In the event of 24 hours period ending between:
  - 1200 to 2400 hours on Saturday,
  - Sunday/Charter Party Holidays/Port holidays/local holidays,
  - Between 1700 hours to 2400 hours on any working day, the lay time shall commence at 0800 hours the next working day.
- w. The time taken by the vessel to move from the anchorage point to the berth shall not be counted as part of the lay-time. Similarly, in case vessel is required to shift from one berth to another berth, for whatever reason(s) the time taken in shifting shall not be counted as lay-time.
- x. **Comingling of Cargo is not allowed.**

**BID – BOND PROFORMA**

(On a stamp paper of Rs 100/- to be executed by any scheduled Bank through its Branch Office in New Delhi)

M/s. MMTC Limited  
Core-I, Scope Complex.,  
7, Institutional Area,  
Lodhi Road, New Delhi-110 003

Dear Sirs,

WHEREAS M/s \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted its bid dated \_\_\_\_\_ for supply of \_\_\_\_\_ MT of \_\_\_\_\_ (name of commodity) vide tender no. \_\_\_\_\_ dated \_\_\_\_\_ to MMTC Limited and the Bidder is required to submit a **Bid Bond of 2%** of the full value of the tender as a guarantee for fulfilment of all the terms and conditions of offer, we (Bank with full address) hereby unconditionally and irrevocably guarantee and undertake to pay immediately on first demand by MMTC Limited, New Delhi the amount of US\$ \_\_\_\_\_, in case the Bidder wants to withdraw the offer or refuses to furnish the Performance Security, in accordance with the instructions to Bidders or fails to perform any terms of the obligations after the acceptance of the bid, without any contestation, reservation, protest, demur and recourse to said Bidder. Any such demand in writing made by MMTC Limited shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. On receiving the demand from MMTC Limited the payment shall be made immediately failing which interest @15% p.a. on monthly rest basis shall be payable by the Bank from the date of demand to the date of payment. This Guarantee shall be irrevocable and shall remain valid till ..... **2020** in New Delhi.

2. notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to US\$ \_\_\_\_\_ (US Dollar \_\_\_\_\_ only) and it will remain in force upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than \_\_\_\_\_ in India till midnight \_\_\_\_\_ unless a claim under the Guarantee is filed against us on or before midnight in India till (date), all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under. We, Bank further agree that the Guarantee hereunder contained shall not be affected by any change in the terms of the bid originally made by the Bidder and any change in the constitution of said offer or MMTC Limited.

FOR BANK

Dated:

Place:



**Tender No: MMTC/AGRO/IMP/MAIZE/2019-20/04**  
**Price Bid (To be completed by foreign supplier)**

Name of the Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email address: \_\_\_\_\_

Shipment Period	Latest by 10 <sup>th</sup> February 2020				
	Vizag*		Tuticorin		Mumbai
Discharge Port					
Description of item & origin					
Origin (Name of country)					
Origin (Port of Loading)					
Quantity offered (MTs) (+/- 5%)	<b>50000 MT</b>	<b>25000 MT</b>	<b>50000 MT</b>	<b>25000 MT</b>	<b>25000 MT</b>
Price in US\$ PMT FOB					
Freight in US\$ PMT					
Price in US\$ PMT CNFFO					

\* Total quantity for Vizag and Tuticorin is 50,000 MT (+/- 5%) each

We confirm that all other terms including validity of our bids are as per tender and there is no deviation to the tender terms

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature of the Bidder \_\_\_\_\_

Date \_\_\_\_\_

Seal of Company \_\_\_\_\_

**ALL OTHER TERMS AND CONDITIONS AS PER TENDER**