



ADDENDUM No. 2 Dated 06.12.2019

TO

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

TENDER NO: MMTC/AGRO/IMP/MAIZE/2019-20/04 DATED: 20th Dec 2019

Closing date of the tender is extended upto 1500 hrs (IST) on 14th January 2020.

Following Clauses are amended and to be read as under:

Clause No. 5 QUANTITY FOR IMPORT AND SHIPMENTS:

Loose in Bulk, 50,000 MT (+/- 5%) each to be discharged at Vishakhapatnam, Tuticorin, Mangalore Port and 25,000 MT (+/-5%) at Mumbai Port, India with an option to ship cargo in two lots. The bidder to bid for a minimum quantity of 25,000 MT (+/-5%). Partial shipments and transhipments 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 10th 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 1,75,000 MT (+/-5%) i.e. 50,000 MT (+/-5%) each at

Vishakhapatnam Port, Mangalore 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 20th January 2020.

Clause No. 8 Bid Bond/EMD:

The bids shall be accompanied by a BID BOND, as per the attached BID BOND Proforma (**Annexure-II**) for at least **2% value** of the bid (on C&F basis), in **US Dollars** only. Bid Bond shall be valid for a period of 30 days beyond the bid validity. Bid Bond shall be returned to the unsuccessful bidders after award of contract. The Bid Bond shall not carry any interest. Bid bonds of successful bidders will be returned after receipt of performance guarantee and signing of contract. Bid bond of the successful bidder shall be forfeited without any notice if the successful bidder fails to furnish the required Performance Guarantee.

Bid Bond amount can also be in form of TT transfer/RTGS/online transfer to MMTC's following bank account before opening of bids:

MMTC account no 10813608375 of MMTC Limited
(State Bank of India, CAG, New Delhi)
SWIFT: SBININBB824
IFSC Code: SBIN0017313

Clause No. 19 SHIPMENT:

The cargo to be discharged at an **average rate of 2,500 MT each for Tuticorin Port, Mumbai, Mangalore 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. Transhipment 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 hours 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.**

Clause No. 20 Demurrage/Despatch:

Demurrage rate shall be as per Charter-party Agreement, to a maximum of US\$ 5,000 per day or pro-rata. Despatch to be half the rate of demurrage WTS. Any claim for demurrage should be lodged within 15 days from date of completion of discharge. Demurrage/despatch to be settled by respective parties within 60 DAYS of receipt of invoices and supporting documents. Statement of Facts to be signed by both parties or their agents and the Master of the vessel(s) immediately upon completion of loading.

The buyer reserves the right to ask for the Charter-party Agreement/Fixture Note for any vessel/shipment at any point of time.

Annexure-IV

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 th February 2020			
Discharge Port	Vizag	Tuticorin	Mangalore	Mumbai
Description of item & origin				
Origin (Name of country)				
Origin (Port of Loading)				
Quantity offered (MTs)	50,000	50,000	50,000	25,000
Price in US\$ PMT FOB				
Freight in US\$ PMT				
Price in US\$ PMT CNFFO				

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 AND ADDENDUM NO. 1