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PAN NO.AAACM1433E

**CIN L51909DL1963GOI004033**

***ADDENDUM NO.6***

***Dt.17.06.2019***

***TO***

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

**TENDER NO: MMTC/AGRO/IMP/MAIZE/2019-20/01**

**DATED: 15<sup>th</sup> April 2019**

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

**CLAUSE NO.5**

**QUANTITY FOR IMPORT AND SHIPMENTS:** Loose in Bulk to be discharged at **24,000 MT (+/- 5%) (Maximum 25,000 MT ) at Vishakhapatnam Port and 24,000 MT (+/-5%) (Maximum 25,000 MT) at Mangalore Port, India. The bidder to bid for a minimum quantity of 24,000 MT (+/-5%) Maximum 25,000 MT.** Partial shipments and transshipments 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.

**Shipment Period: 1<sup>st</sup> July,2019 to 20<sup>th</sup> August,2019**

**CLAUSE 7 - BID VALIDITY:** Bid must remain valid upto 1730 hrs. IST on **5<sup>th</sup> July 2019**

**CLAUSE 11 - SUBMISSION OF BIDS: TO BE READ AS**

**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).

Technical bid is to be uploaded on electronic mode by **1500 Hrs IST on 25<sup>th</sup> June 2019**.

Original Bid Bond has to be submitted by post/by hand prior to opening of bids on 25<sup>th</sup> June 2019 latest by 15:00 hrs IST 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 25<sup>th</sup> June 2019** 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 25<sup>th</sup> June 2019** 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>

**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 1505 Hrs. IST** and price bids of the bidder qualifying in technical bids shall be opened at **1530 hrs. IST on same day i.e. 25<sup>th</sup> June 2019**.

The price bids shall be opened at **1530 hrs. IST on same day i.e., 25<sup>th</sup> June 2019** at MMTC premises at the above address. 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-II. 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-III.

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.17**

**PAYMENT:** 100 % Payment on CAD basis.

Payment of 90% of Invoice value shall be made on presentation of documents strictly in compliance with the tender/contract.

The balance 10% shall be released to the seller only after the cargo has been cleared for discharge by the Indian PPQ, Health, and other statutory Authorities, Customs, FSSAI clearance etc. at the discharge port, on instructions of the buyer to its bank.

Should the cargo be required to be fumigated at the discharge port (Please refer to Clause 15 ), Original Fumigation Certificate for fumigation with Methyl Bromide carried out in country of origin/at the discharge port shall have to be provided at the discharge port for clearance of cargo.

**If the cargo on arrival does not meet the specifications prescribed by the Indian PPQ/FSSAI Authorities, the supplier shall have to take back the goods at their risk and cost. The decision to allow replacement shall be at MMTC's sole discretion. Furthermore, if, for any reason whatsoever, the cargo fails on any grounds during inspection by any of the mandatory agencies, and replacement of cargo is not undertaken, the seller shall be required to refund the entire amount realized by them through negotiation of shipping documents immediately upon the first demand raised by the buyer on the seller. The seller shall be required to provide a legal undertaking to the buyer to this effect, the format for which shall be provided in due course. In addition, the buyer shall be entitled to invoke the PBG.**

For payment following documents shall be negotiable:

- a. Seller's signed Commercial Invoice in Quadruplicate+ 3 Copies;
- b. Full set of '**Shipped on Board**' Ocean Bill(s) of Lading, showing "FREIGHT PREPAID". The BL shall be signed by the Master of the vessel or by a named agent for and on behalf of the Master or Owner of the vessel;
- c. Certificate of Origin issued by a recognized Chamber of Commerce in Country of Origin in Triplicate;
- d. Certificate of Crop Year issued by the Inspection Agency nominated by the buyer at Buyer's cost;
- e. Certificate of Weight and Quality issued by Inspection Agency nominated by the buyer at Buyer's cost;
- f. Fumigation Certificate (Methyl Bromide as per **Clause 15** of this tender) issued by inspection agency;
- g. Original Phytosanitary Certificate in conformity with the PPQ requirements of India,
- h. Certificate issued by a Govt. Agency/ or endorsed by Govt. (Agency). in the Country of Origin certifying that the cargo is Non-GMO, this certificate is required to be issued for each shipment/vessel;
- i. Certificate issued by a Govt. Agency/ Agency Authorised by the Govt. in the Country of Origin or any reputed inspection agency certifying that the cargo complies with stipulated levels of radioactivity;
- j. Shipment Advice to the buyer giving details of the shipment;
- k. Certificate of Holds' Cleanliness issued by Inspection Agency nominated by the buyer at Buyer's cost
  - Negotiation under reserve is not acceptable.
  - All bank charges in India are to buyer's account.
  - Stale Bill of Lading and Third Party Commercial Invoice shall not be acceptable;

## **CLAUSE NO.15 - SHIPMENT**

The cargo to be discharged at an average rate of **2,500 MT each for Mangalore Port 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 to Friday between 1000 hours to 1700 hours, provided Fax message was not garbled.

**ANNEXURE-III**

**TECHNICAL BID**

1.Details of Bid Bond

Bid Bond No.\_\_\_\_\_ Dated\_\_\_\_\_ For (Amount in US\$)\_\_\_\_\_.

Name of Bank & Branch:  
\_\_\_\_\_

We have carefully gone through the terms and conditions of the Tender Documents and hereby agree to abide by the same for the fulfillment of the contract.

2. Items, Quantity and Shipment Period

S. No.	Item (Crop year)	Quantity (MT)	Origin	Shipment period	Discharge port (Buyer's option)
1.					

Please specify qty and other details against each discharge port

S.No.	Item (Crop Year)	Country of Origin Please specify	Quantity MT	Packing	Discharge port	Shipment Period offered
						As per tender

\*subject to conditions mentioned in **Annexure VI** of the tender regarding Phytosanitary requirements for import of Maize into India.

\* Bid should be made for a minimum quantity of **24,000 MTs (+/-5%) (Maximum 25,000 MT)**.

\* Quantity can be increased or decreased. It is the sole and absolute discretion of the buyer depending on the prices received in the tender.

#### **4. Quality Specifications**

Yellow Maize (Non-GMO) meeting the following product specifications:

SR. NO	PARAMETER	SPECIFICATIONS	
1	MOISTURE	14.0 PCT	MAX
2	BROKEN GRAINS	4.0 PCT	MAX
3	FOREIGN MATTER	1.0 PCT	MAX
4	HEAT DAMAGED KERNEL	0.2 PCT	MAX
5	DAMAGED KERNEL	5.0 PCT	MAX
6	WEEVILLED GRAINS	6 PCT	MAX
7	MAIZE (NON-GMO) OF OTHER COLOUR THAN YELLOW	5.0 PCT	MAX
8	OTHER EDIBLE GRAINS	2 PCT	MAX
9	ORGANOLEPTIC	NATURAL STATE, SMELL AND COLOUR	
10	LIVE INSECT INFESTATION	NIL	
11	MICOTOXIN INCLUDING AFLATOXIN	Not more than 30 Micrograms per Kilogram	MAX
12	URIC ACID	Not more than 100 mg. per kg.	MAX

The total of Foreign Matter, other Edible Grains and Damaged Grains shall not exceed 9 Percent by weight.

In case of deviation in quality parameters from the above parameters but within FSSAI norms is found at discharge port, penalty of 2% on weight for every 1% increase beyond contractual parameters may be levied at sole discretion of MMTC. **In case the material is found beyond FSSAI Parameters and not acceptable to MMTC or its customers, cargo shall be rejected and the seller to take back the material at their costs and consequences. In case of Broken Grains the above penalty would be applicable and the maximum permissible limit is 5%.**

General

- Please note that all the Maize quoted shall be from new crop and shall be sound, clean, wholesome, free from moulds/fungus, live insects obnoxious smell, artificial colour, admixture of unwholesome substance and should be of reasonable uniform size, shape and colour characteristics.
- All requirements of plant quarantine (regulation of import into India) Order 2003 or any amendments thereof to be strictly adhered to failing which the consignment will stand rejected.
- Radioactive contamination, if any, within permissible international limits.
- Mycotoxin including Aflatoxin not to exceed 30 micrograms per kilogram.
- If the Maize on arrival at port do not meet the specifications prescribed by the Indian PPQ/FSSAI Authorities, then the supplier will have to take back the goods at their risk and cost.

**DECLARATION**

We hereby declare that our business dealings have not been banned or suspended by the Ministry of Commerce and Industry (MOC&I), Government of India or any of the Public Sector Undertakings under MOC&I.

**Certificate**

Certified that the offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Deviation if any, please specify

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

Full Name\_\_\_\_\_

Designation\_\_\_\_\_

Date\_\_\_\_\_

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



**Annexure-IV**

**Tender No: MMTC/AGRO/IMP/MAIZE/2019-20/01**  
**Price Bid (To be completed by foreign supplier)**

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

Contact Person: \_\_\_\_\_  
Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
Email address: \_\_\_\_\_

Discharge Port -	<b>Mangalore</b>	<b>Vishakhapatnam</b>
Description of item & origin		
Origin (Name of country)		
Origin (Port of Loading)		
Quantity offered (MTs)		
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 AMENDMENT NO.1, 2, 3, 4 & 5.**