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PAN NO.AAACM1433E

**CIN L51909DL1963GOI004033**

**ADDENDUM NO.3**

**Dt.05.08.2016**

**TO**

**E-TENDER FOR IMPORT OF PULSES**

**No. MMTC/PULSES/IMP/2016-17/12 Dated: 19.07.2016 &**

**Addendum No.1 dated 22.07.2016 &**

**Addendum No.2 dated 28.07.2016**

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

**12.Submission of Bids:**

**TENDER CLOSING DATE TO BE READ AS 22<sup>nd</sup> AUGUST,2016 INSTEAD OF 8<sup>TH</sup> AUGUST,2016**

**2. Items, Quantity and Shipment Period**

S. No.	Item (Crop year)	Quantity	Origin	Shipment period	Discharge port (Buyer's option)
1.	Desi Chick Peas Latest Crop 2016	<b>20,000 MTs (+/-5%) Loose in Bulk – ship load OR Loose in bulk in containers</b>	Canada/ Australia/ Africa or any other origin. Origin to be specified in Technical/price bid.	<b>From 15<sup>th</sup> October and upto 30<sup>th</sup> November, 2016</b>	10,000 Mt at Nhava Sheva/JNPT & 10,000 MT at Kandla Port

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

\* Bid should be made for a minimum quantity of **10,000 MTs. IN CASE OF BULK VESSEL NO COMINGLED CARGO WOULD BE ALLOWED. TWO PORT DISCHARGE OF VESSEL IS ALLOWED.**

**# In case L-1 bidder quotes only for minimum quantity, L2 bidder would be asked to match the L1 prices for balance tendered quantity at 24 hour notice. If L2 bidder does not agree to supply at L1 price, the L3 bidder would be given offer for supply of balance tendered quantity at L1 price.**

\* It is the sole and absolute discretion of the buyer depending on the prices received in the tender to finalise the quantities.

#### **7. Validity:**

**Bid must remain valid upto 1700 hrs. IST on 29<sup>th</sup> August, 2016.**

#### **8. Bid Bond:**

a) Bidder to submit a **Bid Bond of 5% of value of Bid** in the form of bank guarantee valid **till 15<sup>th</sup> October 2016 in physical form or submit bid amount in the form of funds transfer (in US\$) to MMTC's account.** The bank co-ordinates for funds transfer are given below:-

Bank particulars for inward remittance

JP MORGAN CHASE  
CHASE MANHATTAN PLAZA, 13<sup>TH</sup> FLOOR, PO BOX 398  
NEW YORK 10081  
ACCOUNT NO. 0011404597  
SWIFT: SBHYINBB012  
FAVOURING A/C NO.52142903753 OF MMTC LIMITED, NEW DELHI

Bid bond OR fund transfer advise is to be furnished to MMTC before **1500 Hrs IST on 22<sup>nd</sup> August 2016** in physical form. No interest will be payable on such deposit. The amount should reach MMTC before tender closing i.e. **22<sup>nd</sup> August 2016** (1500 Hrs IST) and credit should be reflected in MMTC account. The onus of ensuring receipt of funds in MMTC account before **1500 Hrs IST on 22<sup>nd</sup> August 2016** rests solely with the Bidder and MMTC will not take any liability or responsibility for the same or for any delay in receipt through Banking channels in MMTC account. The applicant making the remittance should be the bidder (foreign supplier) participating in the tender. The wire details should clearly mention that this deposit is for bid guarantee purpose. In case MMTC is required to send back the bid bond amount after closure of tender or after expiry of bid validity, the bank charges and exchange conversion/reconversion charges at actual would be to the bidder's account.

b) Bank Guarantee (on prescribed form as at "**Annexure III**") in US Dollars equivalent to **5% (Five percent)** of the CNFFO value of the bid quantity. Bankers cheques would not be accepted as Bid money.

c) Bid Bond(s) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to conditions attached to the bid(s), will be returned after ten (10) days of award of the tender (to the successful Bidder(s)).

d) Bid money of successful bidder/s shall stand forfeited if they fail to provide performance guarantee as per terms of tender. MMTC reserves the right to blacklist such bidders from participation in future tenders.

## **12.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-II 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 IX).

Technical bid is to be uploaded on electronic mode by **1500 Hrs IST on 22<sup>nd</sup> August 2016.**

Original Bid Bond has to be submitted by post/by hand prior to opening of bids on **22<sup>nd</sup> August 2016** 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 22<sup>nd</sup> August ,2016** through electronic mode only.

The Bidders may note that they have to give the price of Desi Chick Peas of Canadian & Australian origin only. 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 against each origin separately.

Both bids “**TECHNICAL BID**” and “**PRICE BID**” are to be submitted latest by **1500 Hours IST on 22<sup>nd</sup> August 2016** 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.eproc.in>

**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 WILL NOT BE ACCEPTED.,**

Offers should be submitted as per Bids format provided at Annexure-I & II.

The technical bid of tender shall be **opened at 1505 Hrs. IST** and price bids shall be opened at **1600 hrs. IST on same day i.e. 22<sup>nd</sup> August 2016.** Bidders or their authorized representatives may attend the opening of the tender, if they wish to do so.

- a) Any litigation and/or arbitration between MMTC and the bidders, summons or any other legal process served on the local agent, shall be admitted and held as valid as if served upon the principal/bidder.
- b) Each page/document must be signed by the Bidder.
- 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) MMTC reserves the right to reject and / or accept all or any offers including the lowest offer without assigning any reasons.

**Tender No: MMTC/PULSES/IMP/2016-17/12**  
Price Bid (To be completed by foreign supplier)

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

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

<b>Discharge Port -</b>	<b>NHAVA SHEVA/JNPT</b>	<b>KANDLA</b>
<b>Description of item</b>	Desi Chick Peas Latest crop 2016	Desi Chick Peas Latest crop 2016
<b>Origin (Name of country)</b>		
<b>Origin (Port of Loading)</b>		
<b>Quantity offered (MTs)</b> Min Qty 10,000 Mts		
<b>Price in US\$ PMT CNFFO FOR BULK CARGO IN VESSEL</b>		
<b>Price in US\$ PMT CNFFO FOR CARGO IN CONTAINERS</b>		

**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** \_\_\_\_\_

**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	Origin	Shipment period	Discharge port (Buyer's option)
1.	Desi Chick Peas Latest crop 2016	<b>20,000 MTs (+/- 5%) Loose in Bulk – ship load</b>  <b>OR</b> <b>Loose in bulk in containers</b>	Canada/ Australia/ Africa or any other origin. Origin to be specified in Technical/ price bid.	<b>From 15<sup>th</sup> October and upto 30<sup>th</sup> November, 2016</b>	10,000 Mt at Nhava Sheva/JNPT & 10,000 MT at Kandla Port

Please specify qty and other details against each discharge port

S.No.	Item (Crop Year)	Country of Origin Please specify	Quantity MT	Packing Specify (Bulk in vessel or in containers)	Discharge port	Shipment Period offered
	2016				Nhava Sheva/JNPT port	As per tender
	2016				Kandla port	As per tender

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

\* Bid should be made for a minimum quantity of **10,000 MTs. IN CASE OF BULK VESSEL NO COMINGLED CARGO WOULD BE ALLOWED. TWO PORT DISCHARGE OF VESSEL IS ALLOWED.**

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

### **3. Quality Specifications**

#### **DESI CHICK PEAS LATEST CROP OF 2016 FIT FOR HUMAN CONSUMPTION**

CHICK PEAS CANADIAN/AUSTRALIAN ORIGIN/AFRICAN OR ANY OTHER ORIGIN. SHOULD BE OF NON GMO	
Foreign Matter	1.0 % Max. (of which not more than 0.25% by weight shall be mineral matter and not more than 0.1% by weight shall be impurities of animal origin)
Purity	99% Min.
Other edible grains	2% Max. by weight
Damaged (including Green, immature, Shrunken, Shriveled, Broken and Split)	5.0% Max.by weight
Weevilled Pulses	5% Max. by count
Moisture	12.0% Max. by weight
Uric Acid	Not more than 100 Mg per Kg.
<p>Mycotoxin including Aflatoxin not to exceed 30 Micrograms per kilogram. Radioactive, contamination, if any within permissible international limits.</p> <p>The total of foreign matter, other edible grains and damaged grains shall not exceed 9% by weight.</p> <p>Material to meet all requirements, rules and regulation of FSSAI and PQ authorities of India.</p> <p>Material shall be from new crop and shall be sound clean, wholesome, free from moulds/fungus, live insects obnoxious smell artificial colour, admixture of unwholesome substances and should be of reasonable uniform size, shape and colour characteristics.</p> <p>* Be dried and mature grains of gram(Cicerarietinum Linn)</p> <p>* Be from new crop with reasonable uniform size, shape and colour and in sound merchantable condition.</p> <p>* Be sweet, hard, clean, wholesome and free from moulds/fungus, live and dead insects, obnoxious smell, discolouration/artificial colour, admixture of deleterious substances and all other impurity except to the extent indicated in the schedule.</p> <p>*Be free from toxic or obnoxious seeds viz. Croton spp., Corn Cockle (Agrostemmagithago L), Caster bean (Ricinuscommunis L), Jimson weed (Dhatura spp.) , Argemonemexicana, Khesari etc which are recognized as harmful to health.</p>	

## General

- Please note that all the pulses 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 pulses 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. The amount drawn under the L/C should also be refunded to MMTC on first demand.
- Certificate issued by a Government Agency/or endorsed by Govt. accredited agency in the country of origin certifying that the cargo is Non GMO is required for each shipment/vessel. \



*“Annexure V B”*

**Terms of Shipment On CNFFO Basis (in case of Bulk Cargo)**

1. The Seller shall endeavor to ship the Pulses as far as possible in Indian flag vessels.
2. They 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.
3. Loading to commence only after nomination has been accepted by Buyer. Only vessels suitable for carrying Pulses in bags shall be nominated. Vessel(s) should be of such length and beam as to permit their easy entry to East Coast & West Coast of Indian Ports/Docks.
4. Vessels chartered/used should be of highest Class equivalent to Lloyds 100-A1 and registered with an approved classification society mentioned in Institute Classification Clause.
5. Vessels used should be geared vessels with suitable grabs for discharge of Pulses in bulk.
6. Vessels shall not be over 20 years of age. In case vessels are above 20 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. 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.
7. For the purposes of OAP, the rates fixed by Nationalised Insurance Companies shall be applicable.
8. 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.
9. 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.

10. 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.

11. Ships on completion of loading at last port of loading shall sail directly for nominated port(s) in India. Combining/co-loading of Buyers cargo with any other cargo can be done with the prior approval of Buyer only.

12. All cargo loaded shall be in cargo holds. Part shipment, transshipment and Shipment on deck are prohibited.

13. Shifting time to the (i.e. first shifting) second berth in each port used to count as lay time.

14. After completion of loading at each port of loading (in case of more than one port of loading) within 24 hours, Sellers shall 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 next port of loading or at the discharge port.

15. 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 lighter age and all lighter age expenses shall be Sellers/Ship's account.

16. 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.

17. 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 is 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.

18. Lay time at discharge port to commence 24 hrs. after tendering of valid NOR received in writing by fax or cable by the receiver.

19. 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.

20. The cargo to be discharged at an average rate of 2500 MT for Mumbai), 3000 MT for Kolkata and 2000 MTs (Loose Bulk Cargo), 1500 MTs (Bagged Cargo-Break Bulk) for Chennai Port, 10,000 MT (Loose Bulk Cargo) for Mundra Port and 2,000 MT for Kandla port Per Weather Working Day (PWWD SAT PM SHEXIEU) of 24 consecutive hours based on minimum number of four hatches or prorata. Each 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 10,000/- 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.

21. 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 shall form the part of the documents required under the Letter of Credit to be established by the Buyer. The vessel 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 it has established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports. Proof of such advertised schedule should be dated prior to the date of shipment. In the event of vessel being over 15 years, overage insurance premium should be paid by the Seller as per Nationalised Insurance Companies. The vessel on its last voyage prior to shipbreaking will not be acceptable.

22. For bagged cargo Vessel to supply at each 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 Seller's costs.

23. At discharge port the vessel shall be confined to Buyers agent/nominee, with owner paying customary fees.

24. Time required for fumigation of hatches at discharge port by Methyl Bromide to be on receivers/buyers account and time to count (only in case of shipment from countries where fumigation by methyl Bromide is not allowed).

25. For containerized cargo, supplier shall give 14 days free time at discharge port for clearance of the cargo mentioning the same in the Bill of Ladings.

ALL OTHER TERMS & CONDITIONS CONTAINED IN THE ORIGINAL TENDER NO. MMTC/PULSES/IMP/2016-17/12 Dated: 19.07.2016 & AMENDMENTS DT.22.7.2016 AND 28.7.2016 REMAIN UNCHANGED

CHIEF GENERAL MANAGER(AGRO)