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 PAN NO.AAACM1433E  
 CIN L51909DL1963GO1004033

ADDENDUM NO.5 DATED 10.09.2015

TO

E-TENDER NO. MMTC/PULSES/IMP/YP/2015-16/06 Dated: 19<sup>th</sup> August, 2015

FOR IMPORT OF YELLOW PEAS

Following Clauses to be read as under:-

Clause No.2 Items, Quantity and shipment period:-

S. No.	Item (Crop year)	Quantity	Origin	Shipment Period	Discharge port (Buyer's option)
1.	Yellow Peas	25,000 MTs (+/- 2%) at Buyer's option	Canada/US/ French/ or any other origin	By 15.10.2015	MUMBAI
2.	Yellow Peas	25,000 MTs (+/- 2%) at Buyer's option	Canada/US/ French/ or any other origin	By 01.12.2015	MUMBAI

Clause 3. Quality Specifications

3.1 Canadian origin Yellow peas

Grade	No.2 or better
Colour	Fair
Other colours	2.0% Max.
Foreign Matter	0.5% Max.
Splits	8.0% Allowable upto 12% with maximum discount of US\$ 1 PMT for every percentage increase or part thereof, beyond 12% cargo will be rejected.
Total Damage	5% Max.
Moisture	14% Max.

### 3.2. USA origin Yellow peas

Colour	Fair
Other colours	2.0% Max.
Foreign Matter	1% Max.
Splits	8.0% Allowable upto 12% with maximum discount of US\$ 1 PMT for every percentage increase or part thereof, beyond 12% cargo will be rejected.
Total Damage	5% Max.
Moisture	14% Max.

### 3.3 French or any other origin Yellow peas

Colour	Fair
Other colours	2.0% Max.
Foreign Matter	0.5% Max.
Splits	10.0% Allowable upto 12% with maximum discount of US\$ 1 PMT for every percentage increase or part thereof, beyond 12% cargo will be rejected.
Total Damage	5% Max.
Moisture	14% Max.

#### 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 0.03 milligrams 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.

Clause No.18 Shipment:-

1. Buyer has the right to amend Seller's shipment date within laycan. For Containerized cargo - Maximum consignment size shall not be more than 500 MT at a time in 20' containers only.
2. All containerized shipments originating from USA, Canada, Tanzania, Malawi, France and whichever countries it is applicable, the Container handling charges (DTHC) at discharge port should be pre-paid and should be clearly mentioned in the Bill of Lading.
3. Detailed terms and conditions of the shipment are mentioned at "Annexure V A" & "Annexure V B".

Annexure V B

Terms of shipment on C&FFO basis (in case of break Bulk Cargo)

Clause 3 may be read as follows instead of existing :

Loading to commence only after vessel nomination has been accepted by Buyer. Only vessels suitable for carrying Pulses in bulk 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/Docs.

Clause No.6 may be read as follows instead of existing :

Vessel shall not be over 20 years of age. In case of 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 buyer within 7 days of receipt of invoice from Buyer, failing which penal interest at the rate of 20% p.a. shall be chargeable.

Other clauses of Annexure VB shall remain unchanged.

Suppliers should ensure that statutory requirements of FSSAI/Phytosanitary regulations in India are fully complied with. The requirements are listed in the websites of FSSAI and Plant Quarantine & Phytosanitary department of Government of India.

Annexure I and II (price bid and technical bid formats) are suitably amended and are attached.

ALL OTHER TERMS AND CONDITIONS AS PER THE TENDER NO.MMTC/PULSES/IMP/YP/2015-16/06 DATED 19TH AUGUST,2015 AND AMENDMENT NO.1 DT.21.08.2015, AMENDMENT NO.2 DT.02.09.2015, AMENDMENT NO.3 DT.07.09.2015 & AMENDMENT NO.4 DT.9.9.2015.

<b>Tender No: MMTC/PULSES/IMP/YP/2015-16/06</b>
<b><u>Price Bid (To be completed by foreign supplier)</u></b>

<b>Name of the Bidder:</b>	
Address	
Contact Person	
Telephone No.	
Fax No.	
Email Address	
	Price in US\$ PMT
Discharge Port	`MUMBAI
Description of item	
Delivery Period	
Origin (Name of country)	
Origin(Port of Loading)	
Quantity offered (MTs)	
Discharge Port	MUMBAI
Description of item	
Delivery Period	
Origin (Name of country)	
Origin(Port of Loading)	
Quantity offered (MTs)	
We confirm that all other terms including validity of our bid are as per Tender	
Name	
Designation	
Signature of theBidder	
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

Please specify qty and other details against each discharge port

S.No.	Item (Crop Year)	Country of Origin (specify the name of country)	Quantity In MT	Discharge port	Shipment Period offered
A					
B					
C					
D					

## Clause 3. Quality Specifications

## 3.1 Canadian origin Yellow peas

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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.

### 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.

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

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

Designation \_\_\_\_\_

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