



PHILIPPINE INTERNATIONAL TRADING CORPORATION

Amendatory Bulletin No. 3

SUPPLY AND DELIVERY OF MAXIMUM OF THREE HUNDRED THOUSAND METRIC TONS (300,000MT) AT 25% BROKENS, WELL-MILLED LONG GRAIN WHITE RICE UNDER A GOVERNMENT-TO-GOVERNMENT (G-TO-G) ARRANGEMENT, CIF-DAP-TERM

Reference No.: [G2G ITSG/IMP 2020-05-001](#)
Approved Budget for the Contract: ₱ 7,450,000,000.00

This **Amendatory Bulletin No. 3** is being issued to clarify some provisions of the Bidding Documents and response to queries raised by Bidders through letters/email for the aforementioned project.

REPLY TO QUERIES

Queries from MMTC LIMITED				
S. No.	Clause Under Terms of Reference (Amended)	Clause under Contract (Amended)	Recommendation / Concern	PITC Response
1.	Clause II (1) – Pg.2/44	Clause II (3) – Pg.4/23	Required modification: Crop year for rice in India begins in the month of November. PITC to consider November 2019 crop. If available, March 2020 crop shall be made available.	Request denied. Please refer to Amendatory Bulletin No. 2.
2.	Clause III (1) – Pg 2/44	Clause III – Pg. 5/23	<p>The clause mentions that the Seller shall be responsible for payment of Other Expenses / Others.</p> <p>Required Modification: The category is ambiguous and may attract expenses, which may be unreasonable. Please specify the expenses charges mentioned in the clause.</p> <p>The clause on Document against acceptance with a tenor of fifteen days (15) should be read as 15 calendar days.</p>	<p>The transaction is CIF-DAP Term. Other expenses shall be for the account of the Seller. Offers must not go beyond the ABC per Metric Ton. Please refer to Amendatory Bulletin No. 2 for the ABC per Metric Ton.</p> <p>Request denied.</p>

3.	Clause V – Pg 3/44 & Annex B on Pg 28	Clause V – Pg 6/23	<p>Sub clause (3) does not provide for any obligation on PITC to give notice of default before forfeiture.</p> <p>Required Modification: May please include an obligation on PITC to give notice before forfeiture, with a possible time limit for the Seller to cure default.</p> <p>The performance security shall be denominated in USD and posted in favor of PITC.</p>	<p>Request denied.</p> <p>Please refer to page 8 of 36 of the Amendatory Bulletin No. 2</p>
4.	Clause VI (4) – Pg. 4/44	Clause VI (4) Pg 7/23	<p>The clause provides that within 7 days notice to the Seller, PITC may reschedule arrival period, as it may deem necessary without any additional cost to the PITC.</p> <p>Required Modification: To absolve Seller from financial loss, PITC shall serve notice on Seller 7 days prior to scheduled departure of vessel from the load port.</p>	Please refer to page 9 of 36 of the Amendatory Bulletin No. 2
5.	Clause VI (6) – Pg. 4/44	Clause VI (6) – Pg. 7/23	<p>There is an obligation on the Seller to inform PITC about, inter-alia, departure of vessel, estimated time of arrival etc. however, no mode of communication is specified.</p> <p>Required Modification: mode of communication such as email may be added to this clause.</p>	Request denied.
6.	Clause VI (9) – Pg. 5/44	Clause VI (9) Pg. 7/23	<p>The clause reads as under:</p> <p>“PITC has the option to re-assign the discharge port in case of natural or manmade calamities and in operational exigencies at no cost on the part of the PITC.”</p> <p>Required Modification: If the port of discharge is changed, the Parties only in case of Force Majeure conditions shall share the expenses related to such change equally. However, in case of operational exigencies all costs shall be to the account of PITC. Further, as stated above, PITC shall serve notice on Seller 7 days prior to scheduled departure of vessel from the load port, therefore after a cutoff date no</p>	Please refer to page 10 of 36 of the Amendatory Bulletin No. 2

			changes shall be entertained and if one party suggests change, the same party shall bear the costs and consequences of such changes.	
7.	Clause XI (9) – Pg. 9-10/44	Clause VIII (9) – Pg. 12/23	<p>The clause provides that in cases when the BO stocks are in big volume (e.g. 1 vessel load), the PITC shall totally reject the shipment.</p> <p>Required Modification: Bid volume should be capped in percentage in order to avoid extra costs, expenses and losses. Further, BO stock, if any when segregated and piled outside the warehouse of PITC should be exempted from warehouse charges until such time stock is completely disposed of.</p> <p>Clarity is required on definition of the undeclared and undocumented cargo.</p> <p>Shipping tolerance (+/-) limits should be defined with respect to quantity.</p>	<p>Request denied.</p> <p>One vessel - One Bill of Lading" policy shall be strictly observed.</p> <p>Request denied.</p>
8.	Clause XV (5,7,9)	Clause XII (5,7,9)	<p>The clause provides that the Seller shall withdraw BO imported rice within three (3) working days from the receipt of PITC advice as per receiving report and summary of BO stocks.</p> <p>Required Modification: The three (3) working days as above should be substituted with free storage space until the stock is disposed of.</p> <p>PITC to provide for BO stocks free storage space both in the port area as well as in the warehouse / warehouse area.</p>	<p>Request denied.</p> <p>Request denied.</p>
9.	Clause XVI (1) – Pg 16/44	Clause XII (1) – Pg 18/23	The Clause provides that the representative of PITC shall provide CCDR within one week from the date of completion of the delivery. The clause however, does not provide for a specific penalty / damage that MMTC shall be entitled to in the case of any delay caused by PITC / its officials.	Please refer to page 12 of 36 of the Amendatory Bulletin No. 2

			Required Modification: The TOR in XXII (4) provides that for a default, which is not covered in any other provision, the non-defaulting party shall be automatically entitled to a penalty sum equivalent to 30% of the monetary value of the Contract, as liquidated damages.	Request denied.
10.	Clause XIX (1) – Pg 17/44	Clause XVI (1) – Pg 19/23	Required Modification: In case the payment is not received by the Seller’s nominated bank within 15 calendar days of signing the accepted portion of the bill of exchange, PITC shall be liable for payment of interest @ 18% p.a. for delayed period of credit.	Request denied.
11.	Clause XXII (3) – Pg 20/44	Clause XIX (3) – Pg 21/23	<p>The clause reads as under: “Default of all or any provision of the Contract due to war, blockade, hostilities, insurrection, mobilization, strikes, lockouts, civil commotion, riots, plague, or other epidemics, destruction by fire, flood or other acts of nature or other causes beyond the control of the Seller or PITC shall operate and cancel contract to the extent of such default.”</p> <p>Required Modification: However, these are force majeure events and in the event the vessel has already departed or has reached the destination and PITC cancels the order, then the contract provides no remedy / reimbursement mechanism to MMTC for incurring the costs. Provision for some percentage of advance payment / part payment may be included to cover certain costs.</p>	Request denied.
12.	Clause XXII 2 (5) – Pg 20/44	Clause XIX 2 (5) – Pg 22/23	<p>The clause reads as under: “PITC reserves the right to terminate the contract due to Philippine government intervention or restrictions on the importation or procurement of this commodity, which government intervention or restriction exists prior or after signing of this Contract.”</p>	

			<p>Required Modification: If the intervention / restriction exists prior to the contract, then PITC shall not enter into this contract and it makes the contract technically void since the government does not authorize the same. Any costs incurred by the parties be reimbursed by PITC.</p> <p>The party that is unable to fulfill its obligation under the present contract must within 15 days of occurrence of any of the causes mentioned in the clause shall inform the other party of existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration.</p>	<p>Please refer to page 17 of 36 of the Amendatory Bulletin No. 2</p> <p>Request denied.</p>
13.	Other modifications required		<ol style="list-style-type: none"> 1. The date of submission and opening of bids i.e. June 08 2020 to be extended by one week 2. The bidders should be allowed to quote in USD as already requested 3. The fourteen (14) days for free storage space at Philippine port to be extended by another two weeks. 	<ol style="list-style-type: none"> 1. Request denied. Bid submission will be June 8, 2020 before 12:00 Noon, Philippine Standard Time 2. Please refer to page 13 of 36 of the Amendatory Bulletin No. 2 3. Request denied.

Bidders are reminded of the guidelines in the Invitation to Submit Bids / Offers, Amendatory Bulletins 1 and 2 and submit all required documents for the Submission and Opening of Bids scheduled on 08 June 2020. Also please use the Revised Checklist of Requirements as attached in Amendatory Bulletin No. 2 as guide/reference.

This Amendatory Bulletin No 3 shall form part of the Invitation to Submit Bids / Offers. HOWEVER, any provisions in the previously issued Invitation to Submit Bids / Offers inconsistent herewith is hereby amended, modified and superseded accordingly.

All answers to queries shall apply to all prospective bidders.

For guidance and information of all concerned.

Issued this 4th day of June 2020 in Makati City.

Reviewed and Approved by:

ATTY. MARK BRIAN A. DELA CRUZ(SGD)

Vice President

International Trading Services Group