

## CORRIGENDUM NO.2

### GLOBAL TENDER FOR EXPORT OF “RED SANDERS” AT CHENNAI & TUTICORIN LOCATIONS

TENDER No. MMTC/GT/RS Chen/ 2015-16/01 DT. 10/06/2015

S.N	Clause	Existing	Amended
1	<b>Clause G- EARNEST MONEY DEPOSIT (EMD) Page-4</b>	<p>The bidder has to submit EMD in the form of Bank Guarantee as per (Annexure-III) in “US Dollars” in favor of “MMTC Limited, 6 Chennai House, Esplanade Road, Chennai 600108” encashable at the counter of any bank in Chennai, for US\$ 5,000 for each lot upto 10 MTs and US\$ 10,000 for each lot greater than 10 MTs, with validity period till 30th November 2015 and claim period till 31st December, 2015. EMD of the unsuccessful Bidders will be returned within 10 working days from the date of receipt of signed contract from successful bidder.</p> <p>The Bank Guarantee shall be established through any Scheduled Commercial Bank in India other than Dhanlakshmi Bank, Nainital Bank, Gramin Banks and Cooperative Banks</p>	<p>The bidder has to submit EMD in the form of Bank Guarantee as per (Annexure-III) in “US Dollars” in favor of “MMTC Limited, 6 Chennai House, Esplanade Road, Chennai 600108” encashable at the counter of any bank in Chennai, for US\$ 5,000 for each lot upto 10 MTs and US\$ 10,000 for each lot greater than 10 MTs, with validity period till 30th November 2015 and claim period till 31st December, 2015. EMD of the unsuccessful Bidders will be returned within 10 working days from the date of receipt of signed contract from successful bidder.</p> <p>The Bank Guarantee shall be established through any Scheduled Commercial Bank in India other than Dhanlakshmi Bank, Nainital Bank, Gramin Banks and Cooperative Banks</p> <p>The Bidder may remit the EMD by TT into MMTC's Bank Account (in US Dollars only – not in INR) mentioned in the tender. This amount would be refunded to the unsuccessful bidder as stipulated. However, the exchange rate fluctuation, if any, shall be to the account of Bidder.</p> <p>Clause 6 of draft contract shall will be suitably modified, if EMD is received by MMTC by remittance into MMTC's Bank account.</p>

2	<b>Clause H - PERFORMANCE BANK GUARANTEE (PBG) Page-5</b>	<p>The successful bidder will be required to submit the Performance Bank Guarantee (PBG) established in favour of MMTC, Chennai encashable at the counter of any Bank in Chennai, for 5% value of the awarded quantity, with validity period till 30th November 2015 and claim period till 31st December, 2015, within Seven(7) working days from the date of receipt of signed sale contract from Seller (MMTC). Format of PBG is at Annexure-IV.</p> <p>Performance Guarantee shall be established through any Scheduled Commercial Bank in India other than Dhanlakshmi Bank, Nainital Bank, Gramin Banks and Cooperative Banks.</p>	<p>The successful bidder will be required to submit the Performance Bank Guarantee (PBG) established in favour of MMTC, Chennai encashable at the counter of any Bank in Chennai, for 5% value of the awarded quantity, with validity period till 30th November 2015 and claim period till 31st December, 2015, within Seven (7) working days from the date of receipt of signed sale contract from Seller (MMTC). Format of PBG is at Annexure-IV.</p> <p>Performance Guarantee shall be established through any Scheduled Commercial Bank in India other than Dhanlakshmi Bank, Nainital Bank, Gramin Banks and Cooperative Banks.</p> <p>The Bidder may remit the PBG by TT into MMTC's Bank Account (in US Dollars only – not in Indian currency) mentioned in the tender. This amount would be adjusted in the sale value of the goods.</p> <p>MMTC shall return the Performance Bank Guarantee on satisfactory completion of contract.</p> <p>Clause 7 of draft contract shall be suitably modified, if Performance Guarantee is received by MMTC by remittance into MMTC's Bank account.</p>
3	<b>Clause J(II) (e) Page-8</b>	<p>Documents in support of last 3 years import or export experience. Certificate of Auditors/ Chartered Accountants is acceptable</p>	<p>Documents in support of last 3 years import or export experience. Certificate of Auditors / Chartered Accountants is acceptable.</p> <p>Bidders may like to submit Additional documents like copies of orders etc. However, certificate of Auditors/ Chartered Accountants will suffice the requirement.</p>
4	<b>Clause J(II) (j) Page-8</b>	<p>Bank Report Or Solvency certificate from Bidder's</p>	<p>Bank Report Or Solvency certificate from Bidder's Banker to the extent of</p>

		Banker to the extent of US\$ 1 million to be furnished	US\$ 1 million to be furnished. This is an optional requirement.
5	<b>Annexure VI (5)-Shipping Arrangement (CQD Basis) Page-25</b>	The Buyer will arrange containers / nominate the vessel and intimate MMTC about firm arrangement with the shipping line/ containers for lifting and stuffing of goods at designated location within 20 days of receipt of signed contract from MMTC.	Goods are already placed / located at Container Freight Stations /port premises in Chennai / Tuticorin. After receipt of advance payment from BUYER, MMTC shall obtain all necessary permission (like NBA, CITES and Phytosanitary) and inform the BUYER. Within 20 days of receipt of information from MMTC, BUYER shall arrange containers at the locations where goods are placed. On placement of the containers, MMTC shall arrange the stuffing and deliver the containers duly stuffed to the shipping agent of the bidder against Multi Modal Transport document/Bills of Lading at same locations. The responsibility of MMTC shall cease after the stuffed container is delivered to the nominated shipping agent of the Buyer at same locations alongwith permission issued by NBA, CITES, Fumigation Certificate, Phytosanitary Certificate and packing list.
6	<b>Annexure VI(8)(IV)-Final Payment Page-28</b>	Seller shall draw the final balance value (i.e. 100% value less advance payment received) against presentation of the SELLER drafts drawn at sight accompanied with following documents. <ul style="list-style-type: none"> <li>• Full set of Clean Ocean or Charter party Bill(s) of Lading.</li> <li>• Signed Commercial Invoice(s).</li> <li>• Certificate of Origin.</li> <li>• Certificate of Quality/ Quantity &amp; Stuffing</li> </ul> <p>All bank and other charges incurred outside the territory</p>	Seller shall draw the final balance value (i.e. 100% value less advance payment received) against presentation of the SELLER drafts drawn at sight accompanied with following documents. <ul style="list-style-type: none"> <li>• Full set of Clean Ocean or Charter party Bill(s) of Lading.</li> <li>• Signed Commercial Invoice(s).</li> <li>• Certificate of Origin.</li> <li>• Certificate of Quality/ Quantity &amp; Stuffing.</li> </ul> <p>In addition to above, MMTC shall provide to the Buyer / Buyer's nominated representative in India, the permissions obtained from NBA, CITES, Fumigation certificate,</p>

		of India shall be borne and paid for by the BUYER.	Phytosanitary certificate and packing list etc for movement of goods.  All bank and other charges incurred outside the territory of India shall be borne and paid for by the BUYER.
7	<b>Tender Clause "K" Evaluation of Price Bid</b>	<p>i. Price bids of only techno-commercially acceptable bidders meeting the pre-Qualification criteria shall be opened. The price Bids shall be checked for arithmetic correctness, if any, based on rate quoted by the Bidder in the Schedule of Rates.</p> <p>ii. If some discrepancies are found between the RATES quoted in FIGURES and WORDS, the rate quoted in words shall be taken as correct.</p>	<p>i. Price bids of only techno-Commercially acceptable bidders meeting the pre-Qualification criteria shall be opened. The price Bids shall be checked for arithmetic orrectness, if any, based on rate quoted by the Bidder in the Schedule of Rates.</p> <p>ii. If some discrepancies are found between the RATES quoted in FIGURES and WORDS, the rate whichever be higher will be taken for determining H-1.</p> <p>iii. The cargo belongs to the Department of Revenue Intelligence, Government of India and MMTC is not privy to the information regarding base price, if any.</p>

ALL OTHER TERMS AND CONDITIONS OF THE TENDER SHALL REMAIN UNCHANGED.

THIS CORRIGENDUM BECOMES IS INTERGAL PART OF THE TENDER No.

MMTC/GT/RS Chen/ 2015-16/01 DT. 10/06/2015

[www.mmtclimited.gov.in](http://www.mmtclimited.gov.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in)