

CORRIGENDUM NO.1

INVITES TENDER FOR APPOINTMENT OF MULTI MODE TRANSPORT OPERATOR -CUM- CHA

TENDER NO MMTC/CHEN/RS/2015-16/04, Dt. 26/06/2015.

Clause No of tender document	Existing Provision	Revised Provision
Date sheet	<p>Pre Bid conference 1430 Hrs. (IST) on 29/06/2015</p> <p>Tender closing time/ date(Bids to be submitted latest by) 15 00 Hrs. (IST) on 06/07/2015</p> <p>Tender Opening time/ Date(Techno-Commercial Bids) 16 00 Hrs. (IST) on 06/07/2015</p> <p>Tender Opening Time/Date(Price Bids of qualifying Bidders) 16 00 Hrs. (IST) on 07/07/2015</p>	<p>Tender closing time/ date(Bids to be submitted latest by) 15 00 Hrs. (IST) on 17/07/2015</p> <p>Tender Opening time/ Date(Techno-Commercial Bids) 16 00 Hrs. (IST) on 17/07/2015</p> <p>Tender Opening Time/Date(Price Bids of qualifying Bidders) 16 00 Hrs. (IST) on 20/07/2015</p>
Cl 1 . Background	<p><u>1. BACKGROUND</u> MMTC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from Multi Mode Transport operators for undertaking job of handling, clearing, container stuffing, transportation, stevedoring and loading of Red Sanders on vessels from <u>CHENNAI/TUTICORIN ports</u> for export from India on behalf of Directorate of Revenue Intelligence (DRI), Govt. of India. The stocks of Red Sanders are in the possession of DRI and stored at various locations at Para 4 below.</p> <p>Directorate of Revenue Intelligence (DRI), New Delhi has allotted the stock of Red Sanders to MMTC for Export. This tender is floated by MMTC for appointment of Multi Mode Transport Operator cum Customs House Clearing Agent (hereinafter referred to as "Agency"). The Agency will carry out all the work right from taking possession of Red Sanders from DRI on behalf of MMTC till the shipment from <u>CHENNAI / TUTICORIN ports by container.</u></p>	<p><u>1. BACKGROUND</u> MMTC Limited, A Govt. of India Enterprise under the administrative control of the Ministry of Commerce & Industry, New Delhi invites bids from Multi Mode Transport operators for undertaking job of handling, clearing, container stuffing, transportation, stevedoring and loading of Red Sanders on vessels from <u>CHENNAI/TUTICORIN ports</u> for export from India on behalf of Directorate of Revenue Intelligence (DRI), Govt. of India. The stocks of Red Sanders are in the possession of DRI and stored at various locations at Para 4 below.</p> <p>Directorate of Revenue Intelligence (DRI), New Delhi has allotted the stock of Red Sanders to MMTC for Export. This tender is floated by MMTC for appointment of Customs House Clearing Agent (hereinafter referred to as "Agency"). The Agency will be required to take possession of Red Sanders from DRI on behalf of MMTC, stuff the goods into containers, deliver the stuffed containers to the shipping agent nominated by the Buyer at Chennai &</p>

		Tuticorin ports, obtain pre-shipment clearance from Customs Port & other Govt authorities (filing of shipping bill, obtaining "Let Export order", SDF/GR Form), obtaining Bills of Lading and other shipping documents, co-ordinate with CITES and NBA Authorities for certificate / clearance, obtain suitable insurance, co-ordinate with the agencies for Fumigation, Phytosanitary for export from <u>CHENNAI / TUTICORIN ports by container.</u>
Clause 6.1	The Red Sanders may be in logs, Chips, butends and saw dust form and Bidders shall have to complete the operations within the time period prescribed in the LOA or as per written instructions given by MMTC from time to time. MMTC shall issue clear instructions after nomination and berthing of vessel /container(s) at designated port and the bidder will be required to complete the operations on immediate basis. The Agency will co-ordinate with MMTC officials, Vessel's Agent / Master & other Government officials and agencies as and when required for all allied operations.	The Red Sanders may be in logs, Chips, butends and saw dust form and Bidders shall have to complete the operations within the time period prescribed in the LOA or as per written instructions given by MMTC from time to time. On behalf of MMTC, Agency shall complete all work related to receipt of containers at CFS/Port premises, cleaning / stuffing of containers, pre-shipment and post-shipment formalities with Customs Authorities (filing of shipping bill, SDF, obtaining "Let Export Order" etc), obtain suitable insurance, delivery of containers at Chennai and Tuticorin ports, preparation of shipping documents etc (as detailed in the clause 1 of Annexure IV – Draft Contract). The Agency will co-ordinate with MMTC officials, Vessel's Agent / Master & other Government officials and agencies as and when required for all allied operations.
Clause 7.4	7.4 Price Bid The "Price bid" sealed envelope shall contain Price Bid (showing prices quoted strictly as per the ANNEXURE (IIB) of tender document) duly signed and stamped by the bidder.	7.4 Price Bid The "Price bid" sealed envelope shall contain Price Bid (showing prices quoted strictly as per the ANNEXURE (IIB) of tender document) duly signed and stamped by the bidder. Bidders may please see the <u>revised ANNEXURE (IIB).</u> The bidder will have to quote for all the lots separately.
Clause 9	9. AWARD OF BID & SIGNING OF CONTRACT: The bidder, whose bid is accepted by MMTC, shall be issued letter of award (LOA) prior to expiry of bid validity. Bidder shall also be issued two unsigned contracts (in line with annexure –IV) for signature of the successful bidder. Bidder shall sign the contracts and return to MMTC, Chennai within 3 (three) working days of issuance. MMTC's representative	9. AWARD OF BID & SIGNING OF CONTRACT: The bids shall be evaluated on lot-wise basis. The bidder, whose bid is accepted by MMTC, shall be issued letter of award (LOA) prior to expiry of bid validity. Bidder shall also be issued two unsigned contracts (in line with annexure –IV) for signature of the successful bidder. Bidder shall sign the contracts and return to

	<p>shall sign and retain one original signed contract and forward another original signed contract to the successful bidder. In case of delay in signing the contract by the bidder, MMTC may forfeit the EMD and award the contract to any other bidder.</p>	<p>MMTC, Chennai within 3 (three) working days of issuance. MMTC's representative shall sign and retain one original signed contract and forward another original signed contract to the successful bidder. In case of delay in signing the contract by the bidder, MMTC may forfeit the EMD and award the contract to any other bidder.</p>
<p>Clause 1.1 , 1.2, 1.7, 1.8 & 1.10 of Annexure IV</p>	<p>1.1 The cargo is stock of Red Sanders, a precious wood, in possession of DRI and lying at CHENNAI/TUTICORIN in Tamilnadu. The secured transportation of cargo is the essence of the services provided by the Agency. The Agency shall act as a Multi Mode Transport operator cum Custom House Agent on behalf of MMTC, make arrangements to receive/take delivery of goods on behalf of MMTC from nominated godowns and coordinate all activities after receipt of Delivery Order, till handing over of container at the container terminal. The Agency will ensure that only approved goods are transported and loaded. Such agency will take appropriate comprehensive insurance for the value of cargo as declared by MMTC for the goods so handed over by MMTC from the nominated godowns till loading of cargo on the authorized vessel/container(s).</p> <p>1.2 The weighment shall be recorded for each truck by the Agency and proof thereof shall be produced to MMTC, as and when demanded. MMTC shall have the right to nominate its officials/or their representative to supervise the operations.</p> <p>1.7 It shall be the sole responsibility of Agency to protect the goods from damages, during transportation,</p>	<p>1.1 The cargo is stock of Red Sanders, a precious wood, in possession of DRI and lying at Container Freight Stations at CHENNAI/ TUTICORIN in Tamilnadu. The Agency shall act as a Multi-Mode Transport Operator CUM Customs House Clearing Agent on behalf of MMTC. Agency shall make arrangements to receive/take delivery of goods on behalf of MMTC from nominated godowns and coordinate all activities after receipt of Delivery Order, till handing over of stuffed container at the Chennai / Tuticorin ports to Buyer's nominated shipping agent for shipment against House Bills of Lading. After loading of stuffed containers onto vessel, "on Board Notation" shall be obtained in the Bills of Lading. The Agency shall complete all pre-shipment & port shipment formalities with Customs, Port and other Govt Authorities, Obtain Bills of Lading and other documents (strictly as per LC opened by overseas buyer of MMTC) and hand over the same to authorized representative of MMTC within 2 days after loading of stuffed containers onto the vessel. The Agency will ensure that only approved goods are stuffed into containers for shipment.</p> <p>1.2 The Agency shall keep date wise record of weight of the cargo stuffed into the containers and movement and proof thereof shall be produced to MMTC, as and when demanded. MMTC shall have the right to nominate its officials/or their representative to supervise the operations.</p> <p>1.7 It shall be the sole responsibility of Agency to protect the goods from damages, after possession of goods is</p>

	<p>stocking, stuffing into containers and loading into the ship. The Agency shall maintain a proper account of quantity lifted from each godown and submit report to MMTC.</p> <p>1.8 At the time of shipment the Agency shall arrange safe transportation of containers from designated godown within port premises after pre-inspection, survey and weighment to wharf for effecting shipments through containers/bulk.</p> <p>1.10 The Agency shall arrange to prepare and immediately file with concerned authorities all documents like shipping bill, GR form, invoices, obtain custom clearance, arrange pre-shipment survey, sampling/weighment, etc. and obtain Clean on Board Bill of Lading upon shipment. Any Agency charges/expenses in this regard are to be borne entirely by Agency. Any amendment/Agency required in the documents, shall be carried out by the Agency. The Agency shall be held fully responsible for any loss to MMTC on account of discrepancy in documents and shall be rectified discrepancy immediately and inform MMTC accordingly.</p>	<p>taken from DRI and till stuffed containers are delivered to the Buyer's nominated shipping agent at Chennai / Tuticorin Port. The Agency shall maintain a proper account of quantity lifted from each CFS and delivered to the Buyer's nominated shipping agent duly stuffed into containers. MMTC may take help of the local administration for safe movement of cargo in consultation with DRI.</p> <p>1.8 The Agency shall deliver the stuffed containers to the Buyer's nominated shipping agent against CLEAN Bills of Lading and also complete all formalities with Customs & other Govt Agencies for shipment of stuffed containers. Agency shall co-ordinate with NBA and CITES for permission. Agency shall co-ordinate and supervise the fumigation of stuffed containers. If required, Agency shall co-ordinate for phytosanitary.</p> <p>1.10 The Agency shall arrange to prepare and immediately file with concerned authorities all documents like shipping bill, GR form, invoices, obtain custom clearance, etc. and obtain Clean on Board Bill of Lading upon delivery of stuffed containers at designated Port. Any amendment required in the documents, shall be carried out by the Agency. The Agency shall be held fully responsible for any loss to MMTC on account of discrepancy in documents and shall be rectified discrepancy immediately and inform MMTC accordingly.</p>
<p>Clause 2.1 & 2.4 of Annexure IV (Draft Agreement) of the Tender</p>	<p>2. Maintenance of Records</p> <p>2.1 The Agency shall maintain proper upto date record of goods, shipped vessel wise and submit to MMTC as and when demanded.</p> <p>2.4 The rates mentioned in Price Bid shall include all costs and expenses and all taxes including service tax, toll tax, octroi, entry tax etc and Agency is responsible for effecting all payments to</p>	<p>2. Maintenance of Records</p> <p>2.1 The Agency shall maintain proper upto date record of goods, stuffed container wise and shipped vessel wise submit to MMTC as and when demanded.</p> <p>2.4 The rates mentioned in Price Bid shall include all costs and expenses and all taxes including Insurance, service tax, etc and Agency is</p>

	laborers and adhering to all statutory requirements thereof.	responsible for effecting all payments to laborers and adhering to all statutory requirements thereof.
Clause 4 of Annexure IV (Draft Agreement) of the Tender	<p>4. Rates</p> <p>4.1 The Agency shall be paid an all inclusive rate of Rs.....(Rupees) per Metric Tonnes for all the work assigned to the Agency. This rate is a consolidated one and shall be inclusive of cost on all the mentioned services and inclusive of insurance charges, weightment charges, service-tax, toll tax, octroi, entry tax and other taxes, if any, as per statute.</p> <p>4.2 All pre-shipment / shipment inspection Agency charges shall be payable by MMTC. c) All losses including demurrage, detention arising out of the delay in movement / containerization and also loading into the vessel etc., would be to the account of Agency. d) The rates agreed with the Agency shall be in force during the pendency of the tender. There shall be no escalation in rates agreed to for whatsoever reason.</p> <p>4.3 All losses including demurrage, detention arising out of the delay in movement / containerization and also loading into vessels etc shall be to the account of Agency.</p> <p>4.4 The rates mentioned above shall be in force during the pendency of the contract. There shall be no escalation in rates for whatsoever reason it may be.</p>	<p>4. Rates</p> <p>4.1 The Agency shall be paid an all inclusive rate of Rs.....(Rupees) per Metric Tonnes for all the work assigned to the Agency. This rate is a consolidated one and shall be inclusive of cost on all the mentioned services, insurance, toll tax, octroi, entry tax, service-tax and other taxes, if any, as per statute.</p> <p>4.2 All pre-shipment / shipment inspection Agency charges shall be payable by MMTC. All losses including demurrage, detention arising out of the delay in movement / containerization and also loading into the vessel etc., would be to the account of Agency. The rates agreed with the Agency shall be in force during the pendency of the tender. There shall be no escalation in rates agreed to for whatsoever reason.</p>
Clause 11 of Annexure IV (Draft Agreement) of the Tender	<p>11. Handling Loss</p> <p>11.1 The gross quantity of the Cargo loaded from godowns / any other Government agency on 100% weightment basis i.e. LR quantity shall be the quantity to be considered for accounting. The difference between LR quantity and B/L quantity shall be handling loss. Agency shall assume the full responsibility for loss.</p> <p>11.2 MMTC will have a right to recover the loss from the bills of the Agency as per the rates ascertained by MMTC.</p>	<p>11. Handling Loss</p> <p>SINCE THE WEIGHT IS ALREADY DETERMINED AS SUCH THE AGENCY SHALL ENSURE OBTAINING THE SAME WEIGHT IN THE BL.</p>

<p>Clause 17 of Annexure IV (Draft Agreement) of the Tender</p>	<p>17. Validity</p> <p>17.1 This contract shall be valid for a period of 180 days commencing from the date of its execution/signing by the parties. However, the Bid may be extended by mutual consent of the parties.</p> <p>17.2 MMTC reserves the right to extend this contract for further period of 3 (three) months on existing terms & conditions on its sole discretion.</p> <p>17.3 MMTC may terminate the Bid/ Offer at any time before expiry of said period or of extended period, if any, if the performance of Agency is not satisfactory, in which MMTC's opinion shall be final, conclusive and binding. Such termination shall be effective from the date specified in notice issued in writing to the Agency. If the Agency fails to do job, perform, render, execute, fulfill keep, carry out, handle any, each and every of their work, services, obligations, responsibilities and liabilities hereunder, MMTC shall in its sole discretion will be entitled to terminate the Bid awarded to the Agency hereunder at their risk, cost and consequences and without involving MMTC in any liability in that regard. In such an event, MMTC shall be entitled to make alternative arrangements for getting the work and services awarded to the Agency hereunder and the Agency will be liable to make good to MMTC the loss, damages and costs and expenses which MMTC may have to suffer or bear as a result of its having to make such arrangements.</p> <p>17.4 In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation or clarification provided by MMTC shall prevail and shall be final and binding on the Agency.</p> <p>17.5 In the case of terminating the Agreement, during the notice period, both parties shall make settlement</p>	<p>17. Validity</p> <p>17.1 This contract shall be valid for a period of 180 days commencing from the date of its execution/signing by the parties.</p> <p>17.2 MMTC reserves the right to extend this contract for further period of 3 (three) months on existing terms & conditions on its sole discretion. In case of further extension of period beyond 3 months, the contract may be extended with mutual consent of both the parties.</p> <p>17.3 MMTC may terminate the agreement at any time before expiry of said period or of extended period, if any, if the performance of Agency is not satisfactory, in which MMTC's opinion shall be final, conclusive and binding. Such termination shall be effective from the date specified in notice issued in writing to the Agency. If the Agency fails to do job, perform, render, execute, fulfill keep, carry out, handle any, each and every of their work, services, obligations, responsibilities and liabilities hereunder, MMTC shall in its sole discretion will be entitled to terminate the work awarded to the Agency hereunder at their risk, cost and consequences and without involving MMTC in any liability in that regard. In such an event, MMTC shall be entitled to make alternative arrangements for getting the work and services awarded to the Agency hereunder and the Agency will be liable to make good to MMTC the loss, damages and costs and expenses which MMTC may have to suffer or bear as a result of its having to make such arrangements.</p> <p>17.4 In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation or clarification provided by MMTC shall prevail and shall be final and binding on the Agency.</p> <p>17.5 In the case of terminating the Agreement, during the notice period, both parties shall make settlement</p>
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	of outstanding payments and return all relevant documents belonging to each party.	of outstanding payments and return all relevant documents belonging to each party.
Clause 22	Additional Clause - Insurance	The Agency shall take marine insurance cover on behalf of MMTC from container freight station / port premises till loading of stuffed containers on board of the vessel at Chennai/Tuticorin ports to cover the risk of Fire, Theft, Transit, etc. and any other cover to protect the interest of MMTC. If required, the Agency shall lodge claim with concerned insurance company on behalf of MMTC under intimation to MMTC.

ANNEXURE II B

PRICE BID

A. Stuffing & Other work

S.No	Location of Red Sanders(customs Port / CFS / Warehouse address etc.)	Lots	Approx. Qty.(in MT)	Rate PMT (Rs.)	Lot wise Rate (Rs.) (Col 3 X 4)
			3	4	5
1.	Custom House, Tuticorin	1	15.360		
2	Raja Agency, CFS, Tuticorin	2	1.650		
3	M1-9 Custom Warehouse, Chennai	3	12.470		
4	M1-9 Custom Warehouse, Chennai	4	12.860		
5	M1-9 Custom Warehouse, Chennai	5	16.270		
6	CONCOR CFS, Tuticorin	6	12.500		
7	CONCOR CFS, Tuticorin	7	14.300		
8	A.S. Shipping Services, CFS, Numbal	8	16.000		
9	Indev CFS, Chennai	9	6.940		
10	M1-9 Custom Warehouse, Chennai	10	10.204		
11	M1-9 Custom Warehouse, Chennai	11	21.000		
12	Raja Agencies CFS, Tuticorin	12	18.660		
13	CONCOR CFS, Tuticorin	13	11.220		

14	Custom House, Tuticorin	14	10.760		
15	St.John ICD, Tuticorin	15	47.885		
	TOTAL		228.079		

Rate shall be all inclusive (a consolidated one), which shall be inclusive of cost on all the mentioned services, insurance, Service-tax and other taxes, if any, as per statute.

Sign.
With Stamp & Date

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

THIS CORRIGENDUM BECOMES IS INTERGAL PART OF TENDER NO

MMTC/CHEN/RS/2015-16/04, Dt. 26/06/2015.

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