



A Govt. of India Enterprise
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ADDENDUM-1 DATED 07.06.2016

TO

NIT NO. MMTC/KOL/CHA/AGRO/16-17/001 dated 19.05.2016

LAST DATE FOR SUBMISSION OF TENDER

"Existing" Last date and time of submission	9 th June'2016 till 1500 hrs
Revised Last date and time of submission	22 nd June'2016 till 1500 hrs

OPENING OF TECHNICAL BID

"Existing" date and time for opening of technical bid	9 th June'2016 at 1600 hrs
Revised Last date and time for opening of technical bid	22 nd June'2016 at 1600 hrs

Following clauses are amended and to be read as under:

5 Scope of work (Break Bulk cargo)

The bidder (CHA) shall perform activities in connection with clearance of imported pulses at Kolkata port which includes handling, weighment, transportation, destuffing, bagging, stitching, stacking, delivery etc imported break bulk cargo of agricultural commodities, like pulses, grains at Kolkata Port. The Scope of Work has been categorized into two parts namely PART A and Part B are given below:-

PART A:

1. Upon receiving of information regarding shipment, CHA shall coordinate with the respective shipping lines for filing of Import Manifest and necessary Customs and PHO/PQ activities and shall intimate MMTC of the whereabouts of the vessel from time to time.
2. CHA shall arrange to collect all relevant shipping documents from MMTC and shall file Bill of Entries with the Customs and all relevant documentation for clearance of the cargo. If the original shipping documents have not been received, CHA shall arrange for Indemnity Bond (s) in favour of the owner/master of the vessel and other necessary documents for immediate clearance of cargo.
3. CHA shall coordinate with the respective Steamer agent/ Shipping Line. CHA shall receive the cargo on behalf of MMTC at unloading points; get Customs appraisal and all other such formalities from respective statutory authority and also arrange proper transportation and storage of the cargo in Port shed/warehouse of KPT, NSD, which shall be intimated by MMTC.



4. CHA shall arrange for the suitable & approved by statutory authority barge (s) for unloading, loading into dumpers and shifting to shed/warehouse for bagging.
5. CHA shall arrange the 50kg P.P bags fit for packing of pulses (food grade) within stipulated time and cost of the P.P bags shall be reimbursed by MMTC at actual. Sample of P.P bags to be approved by MMTC.
6. CHA will undertake the on board bagging, de-stuffing the cargo from the vessel/barge, bagging, stitching, sweeping, collection, stacking, loading of bagged cargo onto truck lorries and stocking of the cargo at port area/shed/warehouse in the name of MMTC on immediate basis. The de-stuffing activity shall be in the presence of the Surveyors nominated by MMTC. The CHA shall be responsible for safety of cargo.
7. CHA shall immediately apply to appropriate authorities/ departments of PQ and PHO for sampling of the imported cargo and shall obtain necessary clearances within 3 days from the date of application.
8. CHA shall arrange for transit shed(s) in the port area in the name MMTC, if required and shall be responsible for the safe custody of the cargo. Cost of loading/unloading of the cargo at port and warehouse along with the transportation shall be to CHA's account. If the cargo is moved from Port to any outside warehouse, the transportation shall be arranged by CHA and it will be the responsibility of the CHA to ensure the safety of the cargo.
9. All statutory formalities including endorsement on way bills etc., wherever necessary to be carried out by CHA and endorsed copy in original to be deposited with MMTC.
10. CHA shall endeavour that all clearances of imported pulses shall be completed within 10 days from the date of arrival of cargo and ensure despatch of material to MMTC's godown at different locations or as per instructions given by MMTC from time to time.
11. CHA shall submit estimate of cost break up of Port charges, Terminal handling charges, Steamer Agent charges, PO charges, FSSAI charges or any other statutory charges within 1 working day of receipt of copy shipping documents and to ensure timely collection of shipping documents and DD/ Pay Order. MMTC shall ensure preparation of DD/Pay Order towards customs duty/ shipping line charges/ Port charges, Terminal handling charges, Steamer Agent charges, PO charges, FSSAI charges or any other statutory charges promptly on receipt of detailed cost break up from CHA.
12. CHA shall ensure that their officials are conversant with the Customs/FSSAI rules and procedures and supported by a strong team having knowledge of customs law to handle any query concerning the matter and process the customs related documents etc. without any delay.
13. CHA shall ensure that under no circumstances the clearance of goods should not get delayed beyond 10 days (including PHO/PQ), failing which any detention/demurrage charges will be solely to CHA account.
14. In case clearance of goods are delayed beyond 5 days, penalty will be imposed on the CHA as follow:

(TO BE SIGNED AND STAMPED BY BIDDER)



SR.NO.	PERIOD	PENALTY
1.	06-10 (BOTH INCLUSIVE)	Rs.5000 PER B/E
2.	11-15 (BOTH INCLUSIVE)	Rs.10000 PER B/E
3.	16-10 (BOTH INCLUSIVE)	Rs.15000 PER B/E
4.	MORE THAN 20 DAYS	Rs.20000 PER B/E

In case the clearances of goods are delayed more than 20 days, MMTC will make the alternative arrangement for clearance of goods by any other CHA at the risk & cost of L1 bidder. All losses/costs including detention/demurrage incurred due to delay in addition to the penalty as mentioned at clause 14 above will be solely to the CHA account.

15. CHA should have excellent working relation with Customs and other Port related ancillary agencies. All local correspondence and communication regarding clearance on behalf of MMTC will be done by CHA.
16. On surrendering of original shipping documents, when received, to the vessel agent, CHA shall arrange to get the Indemnity Bond released from the vessel agent and deposit the cancelled Indemnity Bond in original with MMTC.
17. CHA shall arrange for all Custom clearance activities, including but not restricted to customs duty payment and other related activities for smooth clearance of cargo. CHA shall arrange for completion of all custom formalities. CHA shall also arrange short landing certificates from the Port Trust/Customs authorities wherever necessary and hand it over to MMTC for lodging claims with supplier/Insurance company/underwriter/ship owner.
18. In case of demurrage and/or extra wharfage due to non achievement of contracted rate of discharge with supplier/CP, bagging and standardization and movement of goods from port, the same shall be to the account of CHA as the case of bulk cargo.
19. After clearance of cargo and CHA shall weigh the cargo (Gross and Tare weight) at a weighbridge nominated by MMTC.
20. CHA shall arrange transportation of cargo by truck/ trailers from Port to MMTC's nominated warehouses at different locations.
21. On receipt of valid delivery orders (In Original) issued by authorized MMTC officials, CHA shall arrange for delivery of bagged cargo from warehouse. Dispatch of cargo from the port area shall be done only after getting clear written instructions from MMTC and under the supervision of surveyor & protecting agent nominated by MMTC for the same.
22. All delay and detention of containers shall be to the account of CHA due to their fault/ delay .
23. All the Exchange Control copies (in original) of Bills of Entry shall be deposited by CHA directly with MMTC.
24. Any other related jobs assigned as and when required.

PART B:

(TO BE SIGNED AND STAMPED BY BIDDER)



1. CHA will ensure submission of detailed bill to MMTC towards agency/ clearing charges latest by 20th of the next month following the month of clearance of goods.
2. CHA will monitor the progress of discharge on daily basis and give status report on day to day basis (by email / Fax) to MMTC apart from submission of report regarding final quantity received.
3. CHA shall be paid all inclusive charges for the work relating to clearing, handling, forwarding/transporting the cargo at the agreed rates as per **Part A** of Price bid. MMTC may award either full or part of the work to the L1 bidder.
4. CHA shall maintain complete account of cargo discharges and shall submit daily & weekly report to MMTC.
5. CHA shall maintain record of goods received , empty bags received and submit to MMTC.
6. CHA shall not have any right to create a charge, lien, sell, transfer, pledge, hypothecate or otherwise encumber the stocks of the MMTC, under any circumstances.
7. CHA shall be responsible for any shortage, damage, deterioration in quality and contamination of the product during handling of cargo from port or storage. If found short, damaged or contaminated, it will be compensated by CHA on demand without prejudice to any other legal remedy.
8. It will be the responsibility of CHA to make all arrangements like deployment of manpower to supervise the entire transportation from port to warehouse.
9. CHA shall obtain all permissions, licences /Import permits as required from respective authority/Government and local bodies for storage of product in the warehouse.
10. CHA shall arrange at their cost all work connected with weighment, supervision of unloading and re-loading work, wherever required.
11. In case of exigency, CHA shall arrange to pay directly all rates, duties, taxes, levies, excise and octroi-state and central – and any other charges and duties etc, if any, payable on the product on behalf of MMTC, the same shall be reimbursed by MMTC on production of original receipts.
12. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.
13. MMTC reserves the right to appoint one or more CHA within the same territory and CHA shall not create any situation which may prevent MMTC from doing so.
14. MMTC reserves the right to terminate the agreement with successful bidder by giving 30 days notice without assigning any reason thereof. This will not however absolve CHA of the responsibility to pursue and settle claims of MMTC during pendency of the contract. MMTC shall have the right to terminate the agreement without notice in case CHA fails to perform its obligations as per the contract. MMTC appoint other CHA at the costs and risks of successful bidder and security deposit shall be forfeited.

(TO BE SIGNED AND STAMPED BY BIDDER)



15. On termination of agreement either on completion of the work or in terms of para above, CHA shall deliver to MMTC all or each of the consignment and all books of accounts and documents relating to MMTC, which are in their possession or control.
16. MMTC has right to inspect the goods under custody of CHA at any time and all relevant records/documents.
17. In case CHA fails to comply with any clause or terms and conditions of this agreement, a suitable penalty shall be imposed depending upon the decision of MMTC without prejudice to the other legal course available thereof shall be settled amicably through negotiation.
18. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
19. CHA shall be liable for all costs, damages, demurrage and other such things in operation due to the negligence of CHA or underperformance of any service or any breach of terms thereof. The quantum of such damages will be determined at the sole discretion of MMTC.
20. Any other related jobs assigned as and when required

Scope of work (Containerized cargo)

The bidder (CHA) shall perform activities in connection with clearance of imported pulses at Kolkata port which includes handling, weighing, transportation, CFS destuffing, bagging, stacking, delivery etc imported bulk/bagged/containerized consignments of agricultural commodities, like pulses, grains at Kolkata Port. The activities have been categorized into three parts namely PART A (All activities starting from taking delivery of containers from the shipping agent till clearance from Customs, Port, PHO, PQ deptt or any other statutory Bodies), PART B (All activities after clearance of cargo i.e bagging, handling, weighing, transportation, delivery etc.) and Part C (Common activities required both for PART A and PART B). The Scope of Work for these three parts are given below:-

Part A

1. Upon receiving of information regarding shipment, CHA shall coordinate with the respective shipping lines for filing of Import Manifest and necessary Customs and PHO/PQ activities and shall intimate MMTC of the whereabouts of the vessel/containers from time to time.
2. CHA shall arrange to collect all relevant shipping documents from MMTC and shall file Bill of Entries with the Customs and all relevant documentation for clearance of the cargo. If the original shipping documents have not been received, CHA shall arrange for Indemnity Bond (s) in favour of the owner/master of the vessel and other necessary documents for immediate clearance of cargo.
3. Upon unloading of the containers, CHA shall coordinate with the respective Steamer agent/ Shipping Line / CFS and shall arrange to move the containers to respective CFS under intimation to MMTC. CHA shall undertake all Terminal Handling activities of containers in the Port area and CFS.

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4. CHA shall immediately apply to appropriate authorities/ departments of PQ and PHO for sampling of the imported cargo and shall obtain necessary clearances within 3 days from the date of application.
5. CHA shall endeavour that all clearances of imported pulses shall be completed within 10 days from the date of arrival of cargo and ensure despatch of material to MMTC's godown at different locations or to MMTC & buyer as per instructions given by MMTC from time to time.
6. CHA shall submit estimate of cost break up of Port charges, Terminal handling charges, Steamer Agent charges, CFS godown charges, PO charges, FSSAI charges or any other statutory charges within 1 working day of receipt of copy shipping documents and to ensure timely collection of shipping documents and DD/ Pay Order. MMTC shall ensure preparation of DD/Pay Order towards customs duty/ shipping line charges/ Port charges, Terminal handling charges, Steamer Agent charges, CFS godown charges, PO charges, FSSAI charges or any other statutory charges promptly on receipt of detailed cost break up from CHA.
7. CHA shall ensure that their officials are conversant with the Customs/FSSAI rules and procedures and supported by a strong team having knowledge of customs law to handle any query concerning the matter and process the customs related documents etc. without any delay.
8. CHA shall ensure that under no circumstances the clearance of goods should not get delayed beyond 10 days (including PHO/PQ), failing which any detention/demurrage charges will be solely to CHA account.
9. In case clearance of goods are delayed beyond 5 days, penalty will be imposed on the CHA as follow:

SR.NO.	PERIOD	PENALTY
1.	06-10 (BOTH INCLUSIVE)	Rs.5000 PER B/E
2.	11-15 (BOTH INCLUSIVE)	Rs.10000 PER B/E
3.	16-10 (BOTH INCLUSIVE)	Rs.15000 PER B/E
4.	MORE THAN 20 DAYS	Rs.20000 PER B/E

In case the clearances of goods are delayed more than 20 days, MMTC will make the alternative arrangement for clearance of goods from any other CHA at the risk & cost. All losses/costs including detention/demurrage incurred due to delay in addition to the penalty as mentioned at clause 9 above will be solely to the CHA account.

10. CHA shall obtain geographic locations of various CFS yards/warehouses for containerized cargo as and when imported.
11. CHA should have excellent working relation with Customs and other Port related ancillary agencies. All local correspondence and communication regarding clearance on behalf of MMTC will be done by CHA.
12. On surrendering of original shipping documents, when received, to the vessel agent, CHA shall arrange to get the Indemnity Bond released from the vessel agent and deposit the cancelled Indemnity Bond in original with MMTC.

(TO BE SIGNED AND STAMPED BY BIDDER)



13. CHA shall arrange for all Custom clearance activities, including but not restricted to customs duty payment and other related activities for smooth clearance of cargo. CHA shall arrange for completion of all custom formalities. CHA shall also arrange short landing certificates from the Port Trust/Customs authorities wherever necessary and hand it over to MMTC for lodging claims with supplier/Insurance company/underwriter/ship owner.
14. Any charges for damages incurred to the containers during clearing & handling shall be to CHA's account.
15. Any other related jobs assigned as and when required.

PART B:

1. After clearance of cargo and its weighment (Gross and Tare weight) at a weighbridge nominated by MMTC, the CHA will undertake the destuffing of containers (if any), sweeping, and collection and stocking of the cargo on immediate basis and thereafter CHA shall arrange transportation of container from CFS to MMTC's nominated warehouses at different locations (either into the port warehouse or outside the port).
2. CHA shall arrange the 50kg P.P bags fit for packing of pulses (food grade) within stipulated time and cost of the P.P bags shall be reimbursed by MMTC at actual. Sample of P.P bags to be approved by MMTC.
3. At CWC godown, CHA shall arrange for destuffing of the containers, bagging and stitching (wherever applicable), stacking, loading of bagged cargo onto truck lorries and transportation of cargo by truck/ trailers from CFS to the warehouses of the nominated buyers of MMTC. After de-stuffing of the containers at the designated warehouse, CHA shall arrange to surrender the empty containers to the concerned shipping liners. The de-stuffing activity shall be in the presence of the Surveyors nominated by MMTC. The CHA shall be responsible for safety of cargo.
4. On receipt of valid delivery orders (In Original) issued by authorized MMTC officials, CHA shall arrange for delivery of bagged cargo from CFS/warehouse. Dispatch of cargo from the port area/warehouse shall be done only after getting clear written instructions from MMTC and under the supervision of surveyor & protecting agent nominated by MMTC for the same.
5. All delay and detention of containers shall be to the account of CHA due to their fault/ delay .
6. Any other related jobs assigned as and when required.

PART C:

1. CHA will ensure submission of detailed bill to MMTC towards agency/ clearing charges latest by 20th of the next month following the month of clearance of goods.

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2. CHA will monitor the progress of discharge on daily basis and give status report on day to day basis (by email / Fax) to MMTC apart from submission of report regarding final quantity received.
3. CHA shall be paid all inclusive charges for the work relating to clearing, handling, forwarding/transporting the cargo at the agreed rates as per Part A and Part B of Price bid. MMTC may award either full or part of the work to the L1 bidder.
4. All the Exchange Control copies (in original) of Bills of Entry shall be deposited by CHA directly with MMTC.
5. CHA shall maintain complete account of cargo discharges and containers and shall submit daily & weekly report to MMTC.
6. CHA shall maintain record of goods received in container, empty bags received container-wise and submit to MMTC.
7. CHA shall not have any right to create a charge, lien, sell, transfer, pledge, hypothecate or otherwise encumber the stocks of the MMTC, under any circumstances.
8. CHA shall be responsible for any shortage, damage, deterioration in quality and contamination of the product during handling of cargo from port or storage. If found short, damaged or contaminated, it will be compensated by CHA on demand without prejudice to any other legal remedy.
9. It will be the responsibility of CHA to make all arrangements like deployment of manpower to supervise the entire transaction from port to warehouse via CFS.
10. CHA shall obtain all permissions, licences /Import permits as required from any Government and local bodies for storage of product in the warehouse.
11. CHA shall arrange at their cost all work connected with weighment, supervision of unloading and re-loading work, wherever required.
12. In case of exigency, CHA shall arrange to pay directly all rates, duties, taxes, levies, excise and octroi-state and central – and any other charges and duties etc, if any, payable on the product on behalf of MMTC, the same shall be reimbursed by MMTC on production of original receipts.
13. CHA shall not assign or in any manner make over the said agency or this contract to any other firm/person.
14. MMTC reserves the right to appoint one or more CHA within the same territory and CHA shall not create any situation which may prevent MMTC from doing so.
15. MMTC reserves the right to terminate the agreement with successful bidder by giving 30 days notice without assigning any reason thereof. This will not however absolve CHA of the responsibility to pursue and settle claims of MMTC during pendency of the contract. MMTC shall have the right to terminate the agreement without notice in case CHA fails to perform its obligations as per the contract. MMTC appoint other CHA at the costs and risks of successful bidder and security deposit shall be forfeited.

(TO BE SIGNED AND STAMPED BY BIDDER)



16. On termination of agreement either on completion of the work or in terms of para above, CHA shall deliver to MMTC all or each of the consignment and all books or accounts and documents relating to MMTC, which are in their possession or control.
17. MMTC has right to inspect the goods under custody of CHA at any time and all relevant records/documents.
18. In case CHA fails to comply with any clause or terms and conditions of this agreement, a suitable penalty shall be imposed depending upon the decision of MMTC without prejudice to the other legal course available thereof shall be settled amicably through negotiation.
19. CHA shall strictly abide by all the rules and regulations of the Government policy and local authorities.
20. CHA shall be liable for all costs, damages, demurrage and other such things in operation due to the negligence of CHA or underperformance of any service or any breach of terms thereof. The quantum of such damages will be determined at the sole discretion of MMTC.
21. Any other related jobs assigned as and when required

6. AWARD OF CONTRACT:

MMTC shall award the contract to the Lowest Bidder (L1) by taking cumulative price of all function of Price Bid. MMTC reserve the right to award full or part of the work to L1 bidder. The successful bidder shall enter into a contract with MMTC.

(TO BE SIGNED AND STAMPED BY BIDDER)



ANNEXURE-II

PART B : PRICE BID

- BIDDER TO CLEARLY MENTION WHETHER RATES EXCLUSIVE OF SERVICE TAX
- ALL USUAL PARAMETERS AT ACTUALS AGAINST RECEIPTS FOR THC, D.O. Chgs, Container Cleaning, CFS Container movement, Container Survey charges, Container Insurance, Stamp duty, Administration charges, IGM amendment chgs (if any), Loading & unloading labour charges at CWC warehouses, Import permit, FSSAI chgs, P.Q. Fees, Lift-on Lift-off chgs, D.O. Examination chgs, Bagging chgs at CWC, Stevedoring chgs, wharfage, fumigation charges etc.

NIT NO. MMTC/KOL/CHA/AGRO/16-17/001 dated 19.05.2016

PRICE BID

PRICE BID FOR CLEARING, FORWARDING AND TRANSPORTATION FOR CONTAINERISED/BULK CARGO OF IMPORTED PULSES

Part-AAT KOLKATA PORT

SI No	Description	Rate quoted (Rs/PMT)			
1	CHA Activities : All documentation including Port & Customs clearance, handling of containers/vessel, FSSAI & PQ activities.(loading onto outbound trucks from CFS for containerized cargo)				
2A	For break bulk cargo (Discharge at KPT/NSD): Unloading, loading into dumpers and shifting to shed for bagging				
2B	For break bulk cargo (Discharge at Sagar/Diamond Harbor):Barge Charges including unloading, loading into dumpers and shifting to shed for bagging				
2C	For break bulk cargo :Bagging, stitching, standardization stacking and loading into the trucks.				
3	Transportation from CFS/Port shed to warehouses (In case of container: Loaded containers from port to CWC warehouse and return of empty containers to shipping line)	Name of CWC	20 Feet Container	40 Feet Container	Transport of bagged cargo though truck/trailer
		1. CWC- Panihati			
		2. CWC- Panchpara			
		3.CWC- Bonhoogly			
		4.CWC-Katapukur			
4A	For Loose cargo in container- Destuffing, bagging, stitching & stacking at CWC warehouse				
4B	For bagged cargo in container- Destuffing, bagging, stitching & stacking at CWC warehouse				
5	Weighment Charges.				
6	Cost of P.P Bags (50 Kgs Food Grade)				
7	Unloading charges at nominated warehouse				
8	Sweeping, Standardization and weighment of spillage				
9	Loading charges for loading the cargo into trucks from nominated warehouse				
10	Service Tax				
	Total				

(TO BE SIGNED AND STAMPED BY BIDDER)



17. ARBITRATION.

All dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration in terms of Arbitration and conciliation Act, 1996 and as amended. The venue of the arbitration will be at Kolkata, the award made in pursuance thereof shall be binding to the parties

ALL OTHER TERMS AND CONDITIONS OF ABOVE NOTICE INVITING TENDER (NIT) SHALL REMAIN THE SAME.

THIS CORRIGENDUM BECOMES AN INTEGRAL PART OF THE **NIT NO. MMTC/KOL/CHA/AGRO/16-17/001 dated 19.05.2016**

The complete details of the e-tender are available at MMTC's website www.mmtclimited.com and Govt. website at <http://eprocure.gov.in>

ADDL. GENERAL MANAGER (Agro)

(TO BE SIGNED AND STAMPED BY BIDDER)