

## CORRIGENDUM NO.1

**Tender No. MMTC/STEEL/TENDER/COKE/2019-20/01 Dated 19/8/2019**

Following are the amendments to the NIT:

NOW TO READ AS:

- i) Price Bids to be submitted physically/electronically by 1400 hours IST on 23/08/2019.
- ii) The date and time of opening technical bids shall be 1500 hours on 23/08/2019.
- iii) Date and time for opening price bids(tentative) – 1530 hours on 23/08/2019.
- iv) Part-1 – Technical Bid, Clause 1: 100% Payment in advance towards cost of goods can be deposited at any of the Offices of MMTC at Bhubaneswar/Kolkata/ Ahmadabad/ Hyderabad/Vizag/Mumbai. Railway Freight has to be deposited by the Buyer at the respective MMTC's offices, who will deposit that amount with NINL for placing the railway indent with East Coast Railways, BBSR.
- v) Clause 2 – Delivery Period: Efforts will be made by the Seller to deliver goods to the Buyer expeditiously. In case the Buyer refuses to take the cargo after becoming H1 Bidder, the EMD deposited stands forfeited.
- vi) Clause 4 : EMD amount will get converted to security deposit for H1 Bidder which will be forfeited in case of a default. Security deposit shall be returned to the Buyer only after successful completion of the sale order. In the event of any default in picking up the cargo agreed to or non performance of the Contract, Buyer, MMTC reserves the right to forfeit the EMD.
- vii) Clause 9(b): General Conditions – Seller reserves the right to cancel or reject any or all bids without assigning any reason whatsoever and the decision of the seller in this respect shall be final and binding and shall not be liable to be questioned in any Court or before any other Authority.
- viii) Clause 10: Termination of Contract: The Seller may at any point of time noticed in writing summarily terminate the contract without entertaining any complaint from Buyer whatsoever.
- ix) Clause 10(i): In the event of insolvency of the buyer/insolvency of any partner of the buyer's firm/dissolution of the buyer's firm/winding up of the buyer's company on appointment of receiver.
- x) Clause 10 (ii): If the Buyer commits the breach of the contract even though not specifically provided herein, provided always that such determination shall not prejudice any right of action or remedy which shall accrue or shall accrue thereafter to the buyer and provided also that the seller shall be liable to compensate the seller for damages, claims, losses and expenses etc.
- xi) Clause 11 Integrity Pact: Buyer will have to sign Integrity Pact with the seller which shall be integral part of Contract between Buyer and Seller.
- xii) Clause 12(3): Damages: If MMTC has disqualified the Bidder(s) from the tender process prior to the award or during execution according to this Clause. MMTC shall be entitled to demand and recover from the Buyer liquidated damages of the Contract value.
- xiii) All other terms and conditions of the Tender shall, however, remain the same.

(AJIT TOPPO)  
DY. GENERAL MANAGER  
20/08/2019

