



A Govt. of India Enterprise

Touching Lives, adding value

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CORRIGENDUM NO. 1 to

TENDER NO.MMTC/COKING COAL/SALE/CO/HCC/20-21/02

DATED:11/06/2020

The addition/modification are incorporated as follows:

PART-I

TECHNICAL BID:

TECHNICAL BID COMPRISING OF:

J. In case of the bidder is a Central Public Sector Enterprises / Undertakings they are **exempted/granted waiver** from EMD amount & submission of the documents stated as below:

B. Profile of the company

C. EMD of rs.25,00,000/- (Rupees Twenty five lakhs only).

D. Documents indicating annual turnover, networth & past experience.

E. KYC documents

PART-I TECHNICAL BID

CLAUSE 7

Arbitration : Any dispute or difference whatsoever arising between the parties out of or relating to construction, meaning, scope, operation of this tender or validity or breach thereof shall be settled as per rules of Indian Council of Arbitration. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration proceedings. The Venue of the arbitration shall be Bhubaneswar, Odisha. The law governing this Tender shall be laws of Arbitration and Conciliation Act 1996 and its subsequent amendments. The language of Arbitration shall be English. All disputes shall be subject to the jurisdiction of the competent courts of Bhubaneswar, India.

CLAUSE 8 :

FORCE MAJEURE

In case at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under the contract because of war, hostility, military operation

of any character, civil commotions, sabotage, quarantine restrictions, acts of Government, fire, floods, explosions, epidemics, strikes, embargoes, blockages, mobilizations, earthquake, cyclone, plant shut down restrictions or any other unforeseen circumstances beyond the reasonable control of the parties concerned then the date of fulfilment of any obligations shall be postponed during the time when such circumstances are operative. The Party who is invoking the force majeure clause if required to submit certificate to this effect within seven days from the the competent Government Authority or Chamber of Commerce.

Any waiver / extension of time in respect of the delivery of any instalment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries. If operation of such circumstances exceeds by one month, the affected party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfill its obligations under the present contract , must within 10 days of occurrence of any of the cause mentioned in the contract shall inform the other party of the existence of the circumstances preventing the performance of the contract.

The delivery period in respect of undelivered quantities may be extended at Seller's option.

If no mutual agreement for extension of time for supply of cargo is arrived at, the tender may be terminated at the option of the Seller without any liability.

CLAUSE 12

Termination of Contract

The Seller may at any point of time by notice in writing summarily terminate the tender/contract without any complain whatsoever from the Buyer.

- 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 Buyers' company on appointment of receiver.
- ii) If the Buyer commits the breach of the contract even though not specifically provided for 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 Buyer shall be liable to compensate the Seller for damages, claims, losses and expenses etc.

CLAUSE 14

FRAUD PREVENTION

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 Contractor liquidated damages of the Tender/Contract value or the amount equivalent to Performance Bank Guarantee

All other terms and conditions shall remain unchanged with logical amendment in line with this corrigendum. This corrigendum is an integral part of Tender NO. MMTC/COKING COAL/SALE/CO/HCC/20-21/02 DATED: 11/06/2020.

DY. General Manager (Coal)
19.06.2020