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

**CORRIGENDUM NO. 1 DATED 29.03.2016**

TO

**Global e-tender NO. MMTC/MIN/2015-16/CE/9914/Q4/10 DATED 23.03.2016**

The following modifications are made in the above-mentioned e-tender for export of Chrome Concentrate of Indian Origin:

**1.Mode of Payment ( Clause 17 of Tender and Section II, Appendix IV, Article 18**

Date of latest ranking published by bankersalmanac.com may be read as 22<sup>nd</sup> January, 2016 instead of 24th June, 2015.

**2. Section II, Appendix IV, Article 6 - EARNEST MONEY DEPOSIT.**

The words “This will be changed suitably in case of EMD by fund transfer into MMTC bank account” stands deleted and the words “EMD will be returned after receipt of Performance Guarantee by MMTC” are inserted. EMD amount will be interest free

**3. Section 1 Article 20.2 PRICE BID (Electronic Mode only)**

MMTC E-portal address may be read as <https://mmtc.eproc.in> in lieu of [www.tenderwizards.com/MMTC](http://www.tenderwizards.com/MMTC).

**4. Section II, Appendix I, PROFORMA FOR BANK GUARANTEE FOR EMD.**

BG validity date may be read as 31<sup>st</sup> May 2016 with claim period upto 30<sup>th</sup> June 2016 instead of minimum 30 ( thirty ) days from the date of submission of bids.

**5. Section II, Appendix IV, Article 7 - PROFORMA FOR PERFORMANCE BANK GUARANTEE.**

The bidder shall have the option to pay an amount equal to Performance Guarantee by way of transfer of funds to MMTC Bhubaneshwar account. Bank details at Article 9 of Section I of tender documents.

**6. Clause 14.0 of Tender (Evaluation of Bid)**

The following is added :

In case, there is more than one H-1 bidder, contract will be awarded to the bidder who has procured maximum quantity of Chrome Ore/concentrate from MMTC during the previous financial year.

7. Section-I Annexure-III Price Bid

The words “b) If Cr:Fe ratio exceeds maximum limit, bonus @ USD 10.00 PDMT will be applicable extra” stands deleted.

8. The following is added as clause 23 of tender documents :

**Fraud Prevention**

(1) Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S):

The Bidder(s) / Contractor(s) / Buyer(s) / Vendor(S) shall be bound to take all measures necessary to prevent Fraud and Corruption while dealing with MMTC. They agree and undertake to observe the principles/ provisions as laid down in “Fraud Prevention Policy” of MMTC (full text of which is available on MMTC’s website at [http://mmtclimited.gov.in\(http://mmtclimited.gov.in/\)/during](http://mmtclimited.gov.in(http://mmtclimited.gov.in/)/during) their participation in the tender process, during the execution of contract and in any other transaction with MMTC.

(a) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not, directly or through any other person or firm, offer, promise or give or otherwise allow any of MMTC’s employees any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not commit or allow any employees of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) Buyer(s)/Vendor(S) will not use improperly or allow any employee(s) of MMTC, for purposes of competition or personal gain, or pass onto others , any information or document provided by MMTC as per of the business relationship, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) shall not instigate third persons to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.

(e) The Bidder(s)/Contractor(s)/Buyer(s)/Vendor(S) if in possession of any information regarding fraud/suspected fraud, hereby agree and undertake to inform MMTC of same without any delay.

(2) Disqualification from tender process and exclusion from future contracts: If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of this Clause , above or “Fraud Prevention Policy” of MMTC in any other form such as to put their reliability or credibility in question, MMTC other than taking recourse available under law, shall be entitled to disqualify the Bidder(s)/ Contractor(s) Buyer(s)/ Vendor(S) from undertaking any transaction with MMTC and/or declare the bidder(s)/contractor(s) ineligible to be awarded a contract either indefinitely or for a stated period of time.

(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 Contract value or the amount equivalent to Performance Bank Guarantee.

All other terms and conditions of the global e-tender remain unchanged.

This corrigendum is an integral part of the Global e- tender no. MMTC/MIN/2015-16/CE/9914/Q4/10 DATED 23.03.2016

ADDL. GENERAL MANAGER (MIN.)