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**CORRIGENDUM NO. 1 DATED 29.03.2016**

TO

Global e-tender NO. MMTC/MIN/2015-16/CE/9924/Q4/11 DATED 23.03.2016

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

**1.Mode of Payment (Cl. 16 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. The following clause is added to Article 20.1 Part A: TECHNICAL BID: (PHYSICAL FORM ONLY)**

*“Bidders who have already submitted copies of supporting documents in earlier tender (document not older than one year) namely, auditor’s certificate, annual financial statement, networth, credit rating report, past experience and bank reference report need not submit again as stated at para 20.1(a b & c) part – a: technical bid: (physical form only).” Provided date of issue of documents are as per this tender.*

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

The words “EMD will be returned after realization of 100% export proceeds by MMTC” may be read as “EMD will be returned after receipt of Performance Guarantee by 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 90 ( ninety ) days from the date of submission of bids.

**5. Section II, Appendix I, Article 7 - PROFORMA FOR PERFORMANCE BANK GUARANTEE To be added :**

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 8 of Section I of tender documents.

**6. Section II, Appendix IV, Article 11 DELIVERY PERIOD .**

Shipment : On or before 30<sup>th</sup> April 2016 in lieu of on or before 31<sup>st</sup> March 2016.

## **7. Section II, Appendix IV, Article 17. CHARTERING AND ALLOCATION OF VESSELS**

Article 17(6) may be read as follows :

“The release instructions for the bill of lading should be arranged by the Buyers immediately after completion of loading but in any case within three (3) working days from the date of completion of loading failing which Buyers shall pay interest to the Sellers at the rate of 18.5% per annum for the period from the 4<sup>th</sup> day of completion of loading and trimming of the vessel till the Bill of lading is handed over to the Sellers or its authorized representative”

## **8. Section II, Appendix V, PERFORMACE BANK GUARANTEE PROFORMA.**

Words “BANK GUARANTEE – EMD” may be read as “BANK GUARANTEE – PBG”

9. 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\(http://mmtclimited.gov.in/\)](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/9924/Q4/11 DATED 23.03.2016

ADDL. GENERAL MANAGER (MIN.)