



Core-I, Scope Complex, 7, Institutional Area, Lodhi  
Road, New Delhi: 110 003.

## **ADDENDUM NO. 2 Dt. 09.12.2019**

**To**

### **E-Tender for Import of Onion from Turkey**

**E-Tender No: MMTC/IMP/ONION/2019-20/12 Dated: 3<sup>rd</sup> December 2019**

**Following Clauses under amendment no 1 to the tender may be read as under:**

#### **Clause 25 Damages**

In case cargo is rejected by buyer on any grounds, seller shall be liable to pay the buyer the amounts already remitted by the buyer to seller without any question whatsoever, damages on account of extra expenditure, loss of revenue and loss of other benefits to the buyer. The quantum of such damages will be determined at the sole discretion of Buyer. **MMTC reserves the right to deduct the claim amount from any other contract/amount available with MMTC.**

In case the quality of the cargo on receipt at discharge port is found to be not as per the specification required by Buyer on analysis by the independent inspection agency, the supplier agrees to take back the entire material at their cost and reimburse the cost to MMTC alongwith interest declared by MMTC's banking Division from time to time on the amount remitted. Apart from the Performance Guarantee to the tune of 5% available with MMTC, which shall be invoked, the supplier shall remit the demanded amount to MMTC without any protest or demur within 3 working days.

In case of any default by the buyer on account of quality or for any other reason, the supplier shall be liable to be blacklisted from any dealing whatsoever with MMTC in any of its departments or offices for a period of five years.

**THIS AMENDMENT FORMS INTEGRAL PART OF TENDER DOCUMENTS. ALL OTHER TERMS & CONDITIONS CONTAINED IN THE TENDER AND AMENDMENT NO 1 REMAIN UNCHANGED**