



**A Govt. of India Enterprise**

Core 1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi 110 003, India

Tel. NO. 011-41083113/ Fax No: 011-24364106 / 011-24381520

CIN NO: L51909DL1963GOI004033 E-mail: [abhay@mmtclimited.com](mailto:abhay@mmtclimited.com)

**E-Auction NO. MMTC/STEEL/C TAR /2017-18/09**

**Dtd: 24<sup>th</sup> January, 2018**

**E-Auction of 1400 MTs Crude Coal Tar**

MMTC Limited will sell NINL Coal Tar (as per ANNEXURE-II) **“ON EX-PLANT BASIS and ON NO COMPLAINT BASIS”** at Duburi, Orissa through Online Auction subject to terms and conditions annexed hereto and as per schedule of programme given below: -

<b>Inspection of Auction Item</b>	Upto <b>27<sup>th</sup> January 2018 (Saturday)</b> during working day (0800Hrs to 1630 Hrs)
<b>Venue of Inspection</b>	<b>NEELACHAL ISPAT NIGAM LIMITED</b> Kalinga Nagar Industrial Complex, Duburi, Dist.-Jajpur, Orissa
<b>EMD Details</b>	RTGS/DD favouring <b>“MMTC LIMITED”</b> Payable at Bhubaneshwar/Kolkata (EMD and ITEMWISE DETAILS AT <b>ANNEXURE –II</b> )
<b>Submission of EMD</b>	<b>On 29<sup>th</sup> January, 2018 (Monday)</b> upto 1500 Hrs
<b>On-Line Auction Date &amp; Time</b>	<b>On 31<sup>st</sup> January, 2018 (Wednesday)</b> Sl. No. 1 to 12 - 1100 HRS TO 1330 HRS for all lots/items ( <b>Annexure-II/A</b> )

**Online Auction Platform and Support Services Provided By:**

**M/s. e-Procurement Technologies Limited**  
B 705, Wall Street-II, Opp-Orient Club,  
Nr. Gujarat College, Ellis Bridge,  
Ahmedabad - 380 006,  
Gujarat State, India.

**Tel : +91-79 40270564/555/507/566/591**

**Cell: +91-9374579729 / 9328657215**

**Fax: +91-(79)-40016 876**

**Auction website: <https://mmtc.abcprocure.com>**

**Contact Persons:**

S.Nos	Name of Contact Person	Mobile & Landline No.	Landline No.	e-Mail Ids
1	Pankesh Kumar	91- 9374519729	079-40270507	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>
2	Rahul Dixit		079-40270555	<a href="mailto:rahul.dixit@eptl.in">rahul.dixit@eptl.in</a>
3	Radhika Chauhan		079-40270566	<a href="mailto:radhika@eptl.in">radhika@eptl.in</a>
4	-			<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>

M/s e-procurement technologies Limited is an authorized e- commerce service provider for MMTC LIMITED, New Delhi to obtain rates online through its portal <https://mmtc.abcprocure.com>

**The sale and purchase are directly made by the Seller and buyer/s (Bidder/s)**

**MMTC LIMITED, Core No. 1, SCOPE Complex, Lodhi Road, New Delhi- 110003.**

**KEY COORDINATORS****Contact Person for Inspection of Material at NINL Plant:**

1. Mr. P K Ray, Asst. Mgr. (C) NINL ORISSA 06726-264032, Mob. 09937365470  
Mr. Saroj Das, Sr. Manager (SC) Mob. 09861064169

**Contact Person for Sale at MMTC Bhubaneswar:**

2. Mr. K.K.Paul,GM, Mob. 08130690444 Email: [kkpaul@mmtclimited.com](mailto:kkpaul@mmtclimited.com)
3. Mr. R.N Marandi Addl.G.M. Mob. 09437019341 Email: [rnm@mmtclimited.com](mailto:rnm@mmtclimited.com)

**Contact Person for Sale at MMTC Kolkata:**

4. Mr. A HEMBRAM, Addl.G.M. Mob. 09830155721 Email: [ahembram@mmtclimited.com](mailto:ahembram@mmtclimited.com)

**Contact Person for any problem related to e-auction services at MMTC Delhi:**

5. Mr. Bharat Bhargava Chief Manager (Systems) MMTC, NEW DELHI  
Mob. 09414046344 Email: [bharat@mmtclimited.com](mailto:bharat@mmtclimited.com)
6. Mrs. Mamta Nagrath, Chief Manager (Systems) MMTC, NEW DELHI  
Mob. 09810254173 Email: [mamta@mmtclimited.com](mailto:mamta@mmtclimited.com)

# TERMS & CONDITIONS OF THE ONLINE AUCTION

## Definitions

- **SELLER:-** Seller referred in this catalog, is MMTC Limited.(MMTC)
  
- **SERVICE PROVIDER:**  
**M/s. e-procurement Technologies Limited, B 705, Wall Street - II, Opp - Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006, Gujarat State, India (hereinafter referred to as “M/s e-procurement Technologies Limited,”)** is an e-auction service provider appointed by the seller to facilitate virtual auction by the seller. **M/s e-procurement technologies Limited** will only facilitate online auction and are considered as third party not particularly interested in the item/s being sold on behalf of seller.
  
- **Bidder:** Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite EMD and registered at **M/s e-procurement Procurement Technologies Limited**, and who makes or places a bid for and purchases the auction property either in part or in full is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate Earnest money deposit. Successful Bidder is that Bidder in whose name confirmation of sale is issued by the seller.

## GENERAL TERMS & CONDITIONS

- 1.0 Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on **“AS IS WHERE IS BASIS” and “NO COMPLAINT BASIS.”** The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction items offered for sale.
- 1.2 SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the auction concludes. Announcements during the auction on the website including announcement of any additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller, and it is binding on the bidder.
- 1.3 SELLER reserves the right to decrease or increase the quantity to any extent.
- 1.4 Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the Auction items and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction items, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction. Seller and **M/s e-procurement Technologies Limited**, will not entertain any complaints or objections once Bid is placed.
- 1.5 Seller and **M/s e-procurement Technologies Limited**, does not give warranty or guarantee of the quality, quantity, measurement, condition Chemical composition of each individual item/s or lot/s that form the auction property and about its “End Use” or fitness for a particular purpose.
- 1.6 The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept/ reject/ cancel any bid, withdraw any portion of the Auction items at any stage from Auction even after acceptance of bid/ issue of delivery order or release order/ deposit of

full value by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, SELLER shall refund the value of Auction items, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.

- 1.7 EMD will be in a lump sum deposit as per **Annexure – II/A & II/B** and shall not carry any interest. Tender fee (non refundable) as indicated in Annexure-II has to be submitted separately alongwith EMD. Application without EMD & Tender fee (non refundable) will be rejected.
- 1.8 In the event of failure on the part of the successful bidder to fulfill his contractual obligations, seller reserves the right to debar such bidder from participating in any future auction conducted by **M/s e-procurement Technologies Limited**, on behalf of seller besides forfeiture of EMD/SD of the instant auction/tender.
- 1.9 Bids are to be made up to total estimated auction qty. subject to minimum bid qty. and floor price restrictions.
- 1.10 In those items where quantity available for sale is left unsold during the e auction, MMTC may at its sole discretion decide to offer remaining quantity to H1,H2,H3,H4....Hn bidders at the same rates offered by H1(Highest) bidder and such preference will be given based on the ranking of the bidders on completion of e-auction. MMTC may even sell the quantity required by H-1 bidder at H-1 price only to H-1 bidder. MMTC may also decrease/increase the quantity as indicated in the tender to be sold depending upon bid price at its sole discretion.
- 1.11 All the bidders are required to submit their online prices with minimum quantity or more up to total quantity available as mentioned item-wise in the List of Items. Online Price bids received with less than the minimum quantity will not be considered as valid bids and such bidder will not have any right to buy that item in this e-auction.
- 1.12 All the bidders are required to submit Acceptance form and **Annexure-II** duly filled, signed & stamped.

**NOTE:-**Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Auctions/ e-Tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

#### **SPECIAL TERMS & CONDITIONS FOR E-TENDER:**

1. OFFERS TO BE SUBMITTED ONLINE ON MMTC'S E-PROCUREMENT PORTAL ([HTTPS://MMTC.ABCPROCURE.COM](https://mmtc.abcpurchase.com)) AGAINST THE RESPECTIVE TENDER ALONG WITH SCANNED COPY OF DULY SIGNED OFFER ON LETTERHEAD.
2. THE BIDDER SHOULD HAVE LEGALLY VALID CLASS III DIGITAL SIGNATURE CERTIFICATE FROM THE LICENSED CERTIFYING AUTHORITIES OPERATING UNDER THE ROOT CERTIFYING AUTHORITY OF INDIA (RCAI), CONTROLLER OF CERTIFYING AUTHORITIES (CCA) OF INDIA FOR SUBMISSION OF THEIR BID ON MMTC'S E-PROCUREMENT PORTAL.
3. BIDDERS ARE REQUESTED TO REGISTER ON THE E-PROCUREMENT PORTAL. THE BIDDER SHOULD HAVE A VALID USER ID TO ACCESS E-PROCUREMENT PORTAL OF MMTC.

**NOTE:** AFTER SUCCESSFUL SUBMISSION OF REGISTRATION DETAILS. PLEASE CONTACT M/S E- PROCUREMENT TECHNOLOGIES LIMITED (EPTL) (AS GIVEN BELOW), TO GET YOUR REGISTRATION ACCEPTED/ACTIVATED.

E-TENDERING REGISTRATION, DIGITAL SIGNATURE, USER ID / PROFILE ACTIVATION QUERIES	MR. HIMALAYA VAISHNAV	+91-9099090830/ +91-(79)-40016811 / 66 / 40 / 48	<a href="mailto:HIMALAY@ABCPROCURE.COM">HIMALAY@ABCPROCURE.COM</a> <a href="mailto:INFO@ABCPROCURE.COM">INFO@ABCPROCURE.COM</a>
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4. BIDDERS ARE ADVISED TO PRINT AND SAVE BID SUBMISSION RECEIPT AFTER SUBMISSION OF BIDS.

5. THE INTERNET BROWSER USED SHOULD BE INTERNET EXPLORER VERSION 9.0 (32 BIT BROWSER ONLY) AND ABOVE. THE OPERATING SYSTEM SHOULD BE MICROSOFT WINDOWS VISTA / 7 AND ABOVE.

- Operating System should be Windows Vista / Windows 7 and above.
- System Access with Administrator Rights
- Good Internet Connection.
- Microsoft Internet Explorer 9.0 (32 bit browser only) or above
- Valid Digital Signature Certificate(s) for users.
- Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:
- Please enable ActiveX Controls & Plug-ins. (Tools → Internet Options → Security → Custom Level) - **Mandatory**
- Please add <https://mmtc.abcprocure.com> in to Trusted Website. (Tools→Internet Option → Security→ Trusted Sites→Sites→ Add this URL → Close) - **Mandatory**
- Please disable or uninstall Third Party Toolbar / Add-ons from Browser.
- For more details, vendors are requested to download the document of “Minimum System Requirement” from the home page of <https://mmtc.abcprocure.com>

6. VENDORS SHOULD FULFIL ANY OTHER PRE-REQUISITES MENTIONED IN THE TENDER DOCUMENTS OF A SPECIFIC TENDER.

7. FOR ANY TECHNICAL ISSUES/DIFFICULTIES PERTAINING TO THE E-PROCUREMENT PORTAL BIDDERS ARE ADVISED TO GET IN TOUCH WITH THE SERVICE PROVIDERS HELPDESK:

HELPDESK TIMINGS: 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: MMTC HOLIDAYS))		
Dedicated helpdesk for MMTC		
Name	Email	Phone numbers
Mr Abhijeet Goware	<a href="mailto:abhijeet@eptl.in">abhijeet@eptl.in</a>	+91- 9265562826
<b>e-Tendering / e-auction Services ( Uploading / Bidding )</b>		
Pankesh Kumar	<a href="mailto:pankesh@eptl.in">pankesh@eptl.in</a>	079-40270507 / 91- 9374519729
Rahul Dixit	<a href="mailto:rahul.dixit@eptl.in">rahul.dixit@eptl.in</a>	079-40270555
Radhika Chauhan	<a href="mailto:radhika@eptl.in">radhika@eptl.in</a>	079-40270566
	<a href="mailto:support@abcprocure.com">support@abcprocure.com</a>	

## 1.13 FRAUD PREVENTION POLICY

- (1) **Commitments of the Bidder(s) / Contractor(s) / Buyer(s) / Vender(s):** The Bidder(s)/Contractor(s)/Buyer(s)/Vender(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> 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)/Vender(s) shall not, directly or through any other person or firm offer, promise or give or otherwise allow any of MMTC’s employee(s) 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)/Vender(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)/Vender(s) shall not commit or allow any employee of MMTC to commit any offence under the relevant provisions of IPC/Prevention of Corruption Act; further the Bidder(s)/Contractor(s) / Buyer(s)/Vender(s) will not use improperly or allow any employee of MMTC, for purpose of competition or personal gain or pass on to others any information or document provided by MMTC as part of the business relationship, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(s) shall not instigate third person to commit offences/activities outlined in Fraud Prevention Policy or be an accessory to such offences.
  - e. The Bidder(s)/Contractor(s)/Buyer(s)/Vender(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)/Buyer(s)/Vender(s), before award or during execution has committed a transgression through a violation of “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)/Vender(s) from undertaking any transaction with MMTC and/or declare the Bidder(s)/Contractor(s)/Buyer(s)/Vender(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 Clause (2), MMTC shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent Performance Bank Guarantee.

## 1.14 HOLIDAY LISTING POLICY

“Notwithstanding anything contained in this agreement, MMTC’s policy for Holiday-Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserved the right to suspend/discontinue dealings or take any curative measures with the agency(s) in accordance with the policy in force”.

## PARTICIPATION

The prospective bidder has to register with **M/s e-procurement Technologies Limited**; the prospective bidder shall have to deposit Earnest Money Deposit (EMD) for each lot separately or for all lots as prescribed. (refer **Annexure – I/A** for Details of Auction items for Lot-wise EMD) by Demand Draft / Pay Order / Bankers Cheque on any Scheduled / Nationalized Bank /Scheduled Co-operative Banks Drawn in favour of **“MMTC Limited” payable at Bhubaneswar or the amount may be deposited in MMTC Account at Bhubaneswar. CASH WILL NOT BE ACCEPTED.** On payment of EMD, seller / **M/s e-procurement Technologies Limited**, will activate the User – Identity to enter into website **M/s e-procurement technologies**, Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password.

### 2.1 TRAINING:

**In case of any technical clarifications or for training, interested parties may contact M/s e-procurement technologies, as per details given on page 1 & 2 of his tender document.**

### 3.0 CONDITIONS APPLICABLE TO “ONLINE” AUCTION METHOD OF BIDDING.

3.1 **Validity:** The Online auction bidders and Tender bidders must keep their bids valid for a period of 30 (thirty) calendar days from the date of closing of e-Auction excluding the date of closing. In case the 30<sup>th</sup> day falls on a holiday or remains closed for the seller, such Bids will be deemed to be automatically extended to be valid up to the next working day of seller.

3.2 **Time Extension:** If any market-leading bid (bid higher than the highest at the point in time) is received within the last 05 minutes of closing time, the time will be extended automatically by 05 minutes.

3.3 **Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder.

### 4.0 Payment

All payments shall be made in the form of RTGS/Demand Draft/Pay order/Bankers Cheque issued by any Scheduled / Nationalized Bank /Scheduled Co-operative Banks in favour of MMTC Limited payable at Bhubaneswar/Kolkata/or the amount may be deposited in MMTC Account at Bhubaneswar/Kolkata.

5.0 Successful bidders shall have to deposit payment in full (i.e. 100% value of the material plus applicable taxes and duties) within **5 days** from the date of LOA (Letter of acceptance of offer) along with **Security Deposit (SD)** @2% of basic value. A further period of 5 days shall be allowed for deposit of payment on charging **interest @ 15% per annum or as notified by MMTC from time to time for the delayed period.**

6.0 Bids placed/Rates offered are for the basic price only and are exclusive of GST.

7.0 MMTC will receive all payments.

8.0 For sales on PAN India basis, MMTC will issue invoice.



## **9.0 DELIVERY**

- 9.1** On receipt of full sale value and applicable ED/CST/VAT/ET/TCS along with Security Deposit, the Seller will issue final Sale Order to the Buyer thereby enabling him to lift the materials within the period specified in the Sale Order.
- 9.2** Lifting of materials will be allowed only between 0830 Hrs. to 1700 Hrs on all working days. Buyers shall be required to place vehicles for lifting of materials within 10.30 Hrs. only, within valid lifting period, subject to availability of material. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of Security Deposit (SD). Weight recorded at the seller's weighbridge shall be treated as final.
- 9.3** **In case a party bids for multiple lots for same items, the lifting of materials to start from the lots against which the party has quoted the highest bid and then move on to the next lowest bid lots. Defaulters will not be allowed to participate in two succeeding tenders.**
- 9.4** In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.
- 9.5** While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. Items offered for sale in lot shall be delivered / lifted completely without leaving anything on the ground.
- 9.6** Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipments or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of seller. The decision of the seller or his authorized representative shall be final in this regard.
- 9.7** The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses, if required, only for the items against which loading is in buyer's scope.
- 9.8** Trucks / Lorries with valid LSGP (Loading Slip cum Gate Pass) shall be allowed inside plant for loading after necessary security check between 830 Hrs. to 1030 Hrs. A route map of loading destinations shall be provided by shipping department, which would be available at Security Gate and would be provided to Truck/Lorry drivers (if required) to guide them to destinations.
- 9.9** Vehicles shall be loaded as per their carrying capacities in compliance to the provisions of MV Act.
- 9.10** Buyer / their authorized representatives / their authorized transporters shall be allowed only to NINL Sale Coordination Department, LSGP issue office, Weigh-Bridge and Invoice Office to carry out their jobs in connection with lifting of material. They will not be allowed to visit other areas of the plant site.



- 9.11** Once the goods / materials are taken out of the factory gate, purchaser will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
- 9.12 Determination of Weight:** The weight of the Materials delivered on ex-plant basis shall be as per NINL Weighment Scale.
- 9.13** Purchaser and his men are subject to the security rule of seller in force while in the seller's premises. The purchaser/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of SD.
- 9.14** While taking delivery of the material, the Purchasers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the purchaser shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the Security Deposit or may stop delivery of the material till payment is made.
- 9.15** SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials, if required.
- 9.16** If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.

## **10.0 Arbitration**

All disputes arising between the parties (Purchaser and Seller) out of or in relation to the work order shall be settled amicably. If, however, the parties fail to resolve amicably, the same shall be referred to and settled through an arbitration proceeding of a single/sole arbitrator, to be nominated by CMD, MMTC. The arbitration proceeding shall be conducted in accordance with the arbitration and conciliation Act 1996. The reasoned award made in pursuance thereof shall be binding on the parties, the venue of arbitration shall be New Delhi. Only the courts at New Delhi shall have the jurisdiction over the disputes in relation to and arising out of the work order.

**ADDL. GENERAL MANAGER (STEEL)**  
**24-01-2018**

**ACCEPTANCE & DECLARATION**

DATE:

To,

**General Manager**  
**M/s. MMTC Limited**  
**R. O. Bhubaneswar**

Dear Sirs,

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the online auction catalogue for Sale including the disclaimer clauses and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the online Auction for sale of Scrap Materials by M/s. MMTC Limited.
2. I/We further declare that I/We intend to purchase the above-referred material from MMTC for our own use/business and that the information revealed by me/us in this acceptance form is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the seller and the seller will be at liberty to annul the offer made to me/us at any point of time.
3. I/We also agree that after my/our offer/bid placed by me/us for purchase of the material is accepted by the seller and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and /or fail to fulfil any/all the terms & conditions of the auction catalogue and offer letter, the Earnest Money Deposit/SD , are liable to be forfeited by the seller and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by the seller.
4. The decisions taken by representatives of seller shall be binding on me.
5. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.
6. I note with due care that the **M/s e-procurement Technologies Limited**, shall be making the announcements of correction with the consent and knowledge of the seller and **M/s e-procurement Technologies Limited**, shall not be liable for these last minute change.
7. The undersigned is authorized representative of the company.
8. We have studied the Commercial Terms and conditions governing the E-Auction as mentioned in Tender of MMTC Limited and confirm our agreement to them.
9. We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

10. We, hereby confirm that we will honour the Bids placed by us during the auction process.
11. We, hereby confirm that we have changed our password to more than 8 alpha numeric characters after first log in to URL:- [www.tenderwizard.com/MMTC](http://www.tenderwizard.com/MMTC) and security of the password will be our responsibility.
12. We have understood the e-auction process & will be responsible for filing bids.

*USER ID( if exists)*\_\_\_\_\_

*Person / concern / firm / company in whose name the material is/are to be purchased*

**Contact Person(s) :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

*(In case of company/firm, give, in addition, names of key Directors/ Partners)*

Address \_\_\_\_\_ :

GST Registration No. \_\_\_\_\_ TIN No. \_\_\_\_\_

PAN NO. \_\_\_\_\_ Fax No:\_\_\_\_\_

Phone No. \_\_\_\_\_ Mobile No.\_\_\_\_\_

E-Mail\_\_\_\_\_

Are you familiar with e- Auction/online bidding? YES/NO :\_\_\_\_\_

If No, attending a Mock e-Auction with prior appointment is mandatory. And in an event the Mock e-Auction is not attended, NO COMPLAINTS will be entertained.

LOT No.	ITEM NO.	DD/PO No.	Bank Name	Branch	Dated	EMD Amount

\_\_\_\_\_  
**Signature of Authorized Signatory  
with Name and Seal**

**Specification of Coal Tar: Moist: 5% (Max), SP Gravity: 1.15 – 1.2, Pitch: 52-55%.****ANNEXURE-II/A**

<b>A CRUDE COAL TAR (Lot No. 1 to 12) From 1100 Hrs to 1330 Hrs E Auction on 31.01.2018</b>							
SLNO	LOT NOS	UOM	Estimated Auction Qty(MT)	Lot size Qty to be quoted (MT)	EMD to be deposited (Rs.)	Tender fee (Non refundable)	Lifting Period (Approx)
1	Lot 1	MT	200	200	4,00,000	2000	Within 15 days
2	Lot 2	MT	200	200	4,00,000	2000	
3	Lot 3	MT	200	200	4,00,000	2000	
4	Lot 4	MT	200	200	4,00,000	2000	
5	Lot 5	MT	100	100	2,00,000	1000	
6	Lot 6	MT	100	100	2,00,000	1000	
7	Lot 7	MT	100	100	2,00,000	1000	
8	Lot 8	MT	100	100	2,00,000	1000	
9	Lot 9	MT	50	50	1,00,000	500	
10	Lot 10	MT	50	50	1,00,000	500	
11	Lot 11	MT	50	50	1,00,000	500	
12	Lot 12	MT	50	50	1,00,000	500	
<b>TOTAL</b>			<b>1400</b>				

**Auction website:** <https://mmtc.abcpurchase.com>

1. Contact Person for Inspection of Material at Plant: Mr. Saroj Das, Sr. Manager (SC) NINL, ORISSA 06726-264032 Mob. 9861064169.
2. D/D FOR EMD SHOULD BE SENT TO MR. **R. N. MARANDI, AGM, MMTC LIMITED, ALOK BHARATI COMPLEX, SAHID NAGAR, BHUBANESWAR 751007 (ORISSA)** (THE AMOUNT MAY BE DEPOSITED IN MMTC ACCOUNT AT BHUBANESWAR SO AS TO REACH WITHIN STIPULATED TIME AS STATED AT PAGE NO. 1 OF THIS TENDER DOCUMENT. EMD RECEIVED LATE WILL NOT BE ACCEPTED.
3. WHILE SUBMITTING EMD VIDE D/D, THE PARTICIPANTS ARE REQUESTED TO MENTION THE NAME OF BANK MANAGER, LANDLINE PHONE NO. AND BANK ADDRESS OF THE ISSUING BANK.
4. DURING LIVE E-AUCTION, FOR ANY CLARIFICATION THE PARTICIPANT MAY CONTACT **M/s e-procurement Technologies Limited**, AS PER DETAILS GIVEN ON PAGE NO. 1 & 2 OF THIS TENDER DOCUMENT.

To

**M/s. e-procurement Technologies Limited,  
B 705, Wall Street-II, Opp-Orient Club,  
Nr. Gujarat College, Ellis Bridge,  
Ahmedabad - 380 006,  
Gujarat State, India.**

**Sub: Agreement to the Online Bidding Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the E-Auction of **1400 MT of Crude Coal Tar** scheduled on **31<sup>st</sup> January, 2018**. This letter is to confirm that:-

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and conditions governing the E-Auction as mentioned in Tender of MMTC Limited and confirm our agreement to them.
3. We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
4. We confirm that MMTC Limited and **M/s. e-Procurement Technologies Limited** shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.
5. We, hereby confirm that we will honor the Bids placed by us during the auction process.
6. We, hereby confirm that we have changed our password to more than 8 alpha numeric characters after first log in to <https://mmtc.abcprocure.com> and security of the password will be our responsibility.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

**Sign this document and Fax at +91-(79)-40016 876**