

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 / 011-24364105

CIN NO: L51909DL1963GOI004033 E-mail: abhatnagar@mmtclimited.com

E-Auction NO. MMTC/PIG IRON/05/2015-16/01 Dt: 27th JANUARY 2016

Online biddings are invited from the interested parties for sale of the Basic Grade Pig Iron (**As per Annexure – B**) available at NINL Plant site Duburi, Odisha through Online Auction.

Interested parties can participate online by registering through e-auction website: <https://auctions.c1india.com>. The participant has submitted requisite Earnest Money Deposit (EMD) and documents before the mentioned date. Details of the above e-auction including EMD and material details, terms and conditions of auction notice are as under:-

Schedule of Programme

Inspection of Auction items	upto 11 th February 2016 during working day (0800Hrs to1630 Hrs)
Venue of Inspection	NEELACHAL ISPAT NIGAM LIMITED Kalinga Nagar Industrial Complex, Duburi, Dist.-Jajpur, Orissa
EMD Details	EMD shall be submitted in the form of Demand Draft / Pay Order / Bankers Cheque / RTGS in favour of MMTC Limited payable at Bhubaneswar/Kolkata issued by any Scheduled / Nationalized Bank other than Co-operative/ Gramin/ Nainital & Dhanlaxmi Banks(lot wise EMD and items details as per Annexure-B)
Submission of EMD	upto 12 th February 2016 upto 1630 Hrs
On-Line Auction Date & Time	<u>15th February 2016</u> Sl. No. 1 to 5 - 1030 HRS TO 1130 HRS for all lots/items Sl. No. 6 to 10 -1230 HRS TO 1330 HRS for all lots/items

Online Auction Platform and Support Services Provided By:

C1 India Pvt. Ltd.C-104, Sector 2, Noida-201301, U.P. Tel: +91-120-4746800 Fax: +91-120-4746 810

Auction website: <https://auctions.c1india.com>

Contact Person: Ms. Neeti Bala Chandra, Sr.Technical Support - E-Auction

Email ID: neeti.bala@c1india.com Cell +91 9958000492

M/s C1 India Pvt. Ltd is an authorized e- commerce service provider for MMTC LIMITED, New Delhi to obtain rates online through its portal <https://auctions.c1india.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 Plant:

Mr. P.K. Ray, Asst. Mgr. (C) NINL ORISSA 06726-264032, Mob. 09937365470

Mr. Saroj Das, Sr. Manager (SC) Mob. 09437441004, Email: sales@ninl.in

Contact Person for Sale:

Mr. T.K. Sengupta, CGM, MMTC BHUBANESHWAR

Mob. 09437479304 Email: tk@mmtclimited.com

Mr. R.N. Marandi Addl. GM, MMTC BHUBANESHWAR

Mob. 09437019341 Email: rnm@mmtclimited.com

Mr. Subrata Saha GM, MMTC KOLKATA

Mob. 09748041429 Email: subratasaha@mmtclimited.com

Mr. K.K.PUAL GM, MMTC KOLKATA

Mob. 09163504444 Email: kkpaul@mmtclimited.com

Contact Person for Systems:

Mr. Rajesh Chowdhary, Addl. GM (Systems) MMTC, DELHI

Mob. 09971003389 Email: rajeshc@mmtclimited.com

Narendra Kumar Manager (Systems) MMTC, DELHI 011-24381343

Mob. 09650037317 Email: nkumar@mmtclimited.com

TERMS & CONDITIONS OF THE ONLINE AUCTION

Definitions

- **SELLER:**-Seller referred in this catalogue, is MMTC Limited.(MMTC)
- **SERVICE PROVIDER:** M/s C1 India, C-104, Sector-2 Noida – 201301 Uttar Pradesh (hereinafter referred to as “M/s C1 India,”) is an e-auction service provider appointed by the seller to facilitate virtual auction by the seller. M/s C1 India 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 C1 India, 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 EX-PLANT 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 C1 India will not entertain any complaints or objections once Bid is placed.
- 1.5 Seller and M/s C1 India , 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 or all bid(s), 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 as per Annexure - B and shall not carry any interest.
- 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 C1 India, on behalf of seller besides forfeiture of EMD 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 e-auction 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 **No price discount is allowed to MOU Customer and No freight rebate benefit shall be applicable for sale of material though e-auction.**
- 1.13 All the bidders are required to submit Acceptance form and **Annexure-A** 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.

PARTICIPATION

The prospective bidder has to register with **M/s C1 India**; the prospective bidder shall have to deposit Earnest Money Deposit (EMD) for each lot separately or for all lots as prescribed. (refer Annexure - B for Details of Auction items for Lot-wise EMD). EMD shall be submitted in the form of Demand Draft / Pay Order / Bankers Cheque / RTGS in favour of MMTC Limited payable at Bhubaneswar/Kolkata issued by any Scheduled / Nationalized Bank other than Co-operative/ Gramin/ Nainital & Dhanlaxmi Banks.

CASH WILL NOT BE ACCEPTED. On payment of EMD, seller / M/s C1 India, will activate the User – Identity to enter into website **M/s C1 India**, 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 C1 India, 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 30th 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. Bidders may please note that in the event of a manual bid amount matching that of an auto bid, the Auto bid will prevail and be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid. Bidders will be placing bids for different quantities. Auction room in the website will display only the highest bid amount on the right hand side and the quantities WILL NOT BE DISPLAYED. (For other items).

4.0 Payment

All payments shall be made in the form of Demand Draft / Pay Order / Bankers Cheque / RTGS in favour of MMTC Limited payable at Bhubaneswar/Kolkata issued any Scheduled / Nationalized Bank other than Co-operative/ Gramin/ Nainital & Dhanlaxmi Banks:

a) MMTC LIMITED, ALOK BHARATI COMPLEX, 7TH FLOOR, SHAHID NAGAR, BHUBANESWAR-751007 **A/C NO. 10229909115 RTGS CODE : SBIN 0006657 STATE BANK OF INDIA COMMERCIAL BRANCH, ASHOK NAGAR, BHUBANESWAR.**

B) MMTC LIMITED , NIC BUILDING , 4TH FLOOR), 8 INDIA EXCHANGE PLACE , KOLKATA – 700001 **A/C NO :11051192270 CAG BRANCH RTGS/IFSC SBI N0009998 BRANCH CODE 9998 MICR CODE 700002199 SWIFT CODE SBININBB175**

4.1 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).

4.2 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. Maximum period allowed to make full payment shall be 15 days.**

4.3 **Bids placed/Rates offered are for the basic price on ex-plant basis only and are exclusive of all applicable taxes and duties like Excise Duty, CST/VAT, Entry Tax, Octroi, TCS etc. Taxes and duties will be in addition to the basic price and will be added at rates applicable at the time of sale.**

- 4.4 MMTC will receive all payments.
- 4.5 For sales within Odisha, MMTC will issue invoice.
- 4.6 For sales outside Odisha, NINL will issue Invoices directly to the party. MMTC will issue instructions to NINL for the same. MMTC will collect Security/C Form, Form – 27 (C) from the party in favour of NINL.
- 4.7 Bidder shall provide bank details in Proforma at annexure “C” duly certified by their banker along with a cancelled cheque. This is required to expedite refund of EMD to unsuccessful bidders.
- 4.8 In case of successful bidders EMD will be retained as Security deposit and shall be refunded after satisfactory completion of last transaction and shall not be carried any interest.

5.0 **DELIVERY**

- 5.1 On receipt of full sale value and applicable ED/CST/VAT/ET/TCS 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.
- 5.2 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. 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.
- 5.3 **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.**
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 Vehicles shall be loaded as per their carrying capacities in compliance to the provisions of MV Act.
- 5.9 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 carryout their jobs in connection with lifting of material. They will not be allowed to visit other areas of the plant site.
- 5.10 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.
- 5.11 **Determination of Weight:** The weight of the Materials delivered on ex-plant basis shall be as per NINL Weighment Scale.

- 5.12** 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.
- 5.13** 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.
- 5.14** 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.
- 5.15** 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.

6.0 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.

GENERAL MANAGER (STEEL)

27-01-2016

ACCEPTANCE & DECLARATION

DATE:

To,

General Manager

M/s. MMTC Limited

R. O. Bhubaneshwar /Kolkata

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 catalog 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 basic grade pig iron 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 fulfill any/all the terms & conditions of the auction catalog 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 C1 India**, shall be making the announcements of correction with the consent and knowledge of the seller and **M/s C1 India**, 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.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

10. 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 and security of the password will be our responsibility.

11. 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 : _____

Sales Tax / VAT 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, we will attend a Mock e-Auction with prior appointment to acquaint ourselves with the process. is mandatory. And in an event the Mock e-Auction is not attended we undertake not to lodge any complaint in this regard.

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

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

ANNEXURE-B

Specifications of N-I Grade:-								
Parameters	Si	Mn	S	P	C	Weight per piece		
Specification	Up to 1.24%	<1%	0.05% Max	0.15% Max	3.6% to 4.3%	15-20 Kg		
Basic Grade Pig Iron - Auction from 1030 Hrs to 1130 Hrs on 15th February 2016								
SLNO	LOT NOS	UOM	Estimated Auction Qty(MT)	Lot size Qty to be quoted (MT)	EMD to be deposited (Rs.)	Lifting Period (Approx)	Loading by	Location of material
1	Lot 1	MT	2000	2000	6,50,000	Within one month	NINL	NINL YARD
	Lot 2	MT	2000	2000	6,50,000			
	Lot 3	MT	2000	2000	6,50,000			
	Lot 4	MT	1000	1000	3,25,000			
	Lot 5	MT	1000	1000	3,25,000			
			8,000					
2 Basic Grade Pig Iron - Auction from 1230 Hrs to 1330 Hrs on 15th February 2016								
SLNO	LOT NOS	UOM	Estimated Auction Qty(MT)	Lot size Qty to be quoted (MT)	EMD to be deposited (Rs.)	Lifting Period (Approx)	Loading by	Location of material
2	Lot 6	MT	2000	2000	6,50,000	Within one month	NINL	NINL YARD
	Lot 7	MT	2000	2000	6,50,000			
	Lot 8	MT	1000	1000	3,25,000			
	Lot 9	MT	1000	1000	3,25,000			
	Lot 10	MT	1000	1000	3,25,000			
			7,000					

- **Quantity tolerance $\pm 10\%$ at buyer's option.**
- **Reserve price shall be Rs.16,500 per MT.**
- **The minimum bid increment of any lot is Rs.100/-per MT**
- Bids placed/Rates offered are for the basic price on ex-plant basis only and are exclusive of all applicable taxes and duties like Excise Duty, CST/VAT, Entry Tax, Octroi, TCS etc. Taxes and duties will be in addition to the basic price and will be added at rates applicable at the time of sale.
- Buyer may inspect the material at NINL plant prior to booking.
- The material is offered on ex-plant basis and the test results, as determined by NINL lab shall be final and binding on the purchaser.
- Delivery allowed by both in road and Rail. If delivery through railway rakes: invoicing on actual weight of the material. However, freight will be charged as per RR on chargeable weight basis.

Auction website: <https://auctions.c1india.com>

1. CONTACT PERSON FOR INSPECTION OF MATERIAL AT PLANT: MR. P K RAY, ASST. MGR. (C) NINL ORISSA 06726-264032 MOB. 9937365470.
2. EMD SHOULD BE SENT TO MR. **R. N. MARANDI, ADDL. GM , MMTC LIMITED, ALOK BHARATI COMPLEX, SAHID NAGAR, BHUBANESWAR-751 007 (ORISSA) OR MR KK PAUL GM , MMTC LIMITED , NIC BUILDING , 4TH FLOOR), 8 INDIA EXCHANGE PLACE, KOLKATA-700 001** (THE AMOUNT MAY BE DEPOSITED IN MMTC ACCOUNT AT BHUBANESWAR /KOLKATA 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 C1 India, AS PER DETAILS GIVEN ON PAGE NO. 1 & 2 OF THIS TENDER DOCUMENT.

ANNEXURE- 1

To

C1 India Pvt. Limited,
C-104, Sector 2,
Noida-201301
Uttar Pradesh

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 **Basic Grade Pig Iron** scheduled on **15th February 2016**. 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 **C1 India Pvt. 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 understand that in the event we are not able to access the auction site, we may authorize **C1 India Pvt. Limited** to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either MMTC Limited or **C1 India Pvt. Limited** regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
6. I/we do understand that **C1 India Pvt. Limited** may bid on behalf of other bidders as well in case of above mentioned exigencies.
7. We, hereby confirm that we will honor the Bids placed by us during the auction process.
8. We, hereby confirm that we have changed our password to more than 8 alpha numeric characters after first log in to <https://auctions.c1india.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 91-120-4746 810 / 91-11-23464106

Forwarding letter on MMTC Letter Head

M/s

Dated:

To be filled by MMTC:-

- 1 Vendor Code
- 2 Customer Code

Sub: E-Payments

Dear Sir/Madam,

We are pleased to inform you that we have worked out arrangements for making payments electronically to you through HDFC /SBI Bank.

It will bring efficiency in effecting payment directly to your bank account without the hassle of writing cheques/demand drafts/pay orders. Whereas, you will save on the float that banks were enjoying in clearing the cheques/ demand drafts/pay orders. Now, you may get intimation via e-mail about any payment effected by us directly to your bank account and can immediately use these funds.

You are also requested to get the details certified by Bank before furnishing the details to MMTC. A blank cancelled cheque is to be submitted.

It may also be noted that the above details in Performa enclosed are mandatory to be furnished failing which payments will be released only after receipt of above information.

Yours faithfully,
For MMTC Limited

Name

Designation

PROFORMA
Details to be furnished on Vendor/Customer Letter Head

1 Vendor Code

2 Customer Code

(Detail as given on MMTC's forwarding Letter Head)

The Banking/Account details are as furnished below:

(A). In case you already have an account with HDFC Bank, then we request you to give your kind consent for crediting your account directly by E-Payment mode and give us following account details:-

1 Bank Account No.

6	2	3	2	6	9	3	7	9	2	9										
---	---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--

2 Account Name

T	H	E		M	M	T	C		(CO)		O	F	F	I	C	E				
R	S'		A	S	S	O	C	I	A	T	I	O	N							

3 E-Mail ID

a	n	u	p	k	@	m	m	t	c	l	i	m	i	t	e	d.				
c	o	m																		

(B) In case you do not have an account with HDFC Bank, then please provide the following details, so that we can transfer funds through RTGS mode:-

1 Bank Account No.

2 RTGS IFSC Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

3 NEFT IFSC Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4 Bank Name

5 Bank Branch Name

6 Branch code

--	--	--	--	--	--	--

7 Bank Location

8 Account Type

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(Saving/Current)(SA/CA)

9 E-mail ID(if any)

Of Vendors

A blank cancelled cheque has been enclosed: YES / NO

Thanking you,

(Vendor's/ Customer's Name & Signature)

Certified by Bank regarding Banking Details

(Bank Seal & Signature of Authorized Signatory)