

Ref No. MMTC/CHN/CPCL/2019-20/001

Dated:5th February 2020



MMTC LIMITED
(A Govt. of India Enterprise)
Core-1, Scope Complex,
7 Institutional Area,
Lodi Road,
New Delhi-110 003

E-Auction Document
For

**Sale of GOLD MEDALLIONS through E-Auction on
7th FEBRUARY 2020 at 1500 Hrs.**

Quantity:1.60 KG (1600 Grams) Gold (999 Purity)

Location: MMTC Limited, Chennai Regional Office
(E-Portal for e-Auction <https://mmtc.abcprocure.com>)

Ref No. MMTC/CHN/CPCL/2019-20/001 Dated:5th February 2020

A. Confidentiality Statement:

“The information contained in this document, all portions thereof, including, but not limited to, any copyright, other intellectual data of this document at all times shall remain the sole property of MMTC Limited.

The title and full ownership rights in the information contained herein and all portions thereof are reserved to and at all times shall remain with MMTC Limited.

The applicant participating in this E- auction for purchase of gold medallions are required to take utmost care in protecting the proprietary and confidential nature of the information contained herein.”

A Govt. of India Enterprise

Corporate office: Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road New Delhi 110 003.

Tel. No. 011-24362200, CIN NO: L51909DL1963GOI004033

Regional Office: Chennai Regional Office, Chennai House, 6, Esplanade, Chennai 600108.

E-AUCTION NO. MMTC/CHN/CPCL/2019-20/001

DT: 5th February 2020

I. PART A:

INTRODUCTION

MMTC Limited proposes to sell Gold medallions under the possession M/s CPCL (Total Weight: 1.60 KG, No. of Coins: 80, Weight per coin: 20 Grams each, said to contain 999 Purity) on “As is where is basis and on no complaint basis” and also no segregation basis as given in clause no. 3 (part A). Through Online Auction subject to terms and conditions annexed hereto and as per schedule of programme given below:-

1. SCHEDULE OF PROGRAMME:

S. No.	Description	Detailed Information
1	Reference Number and Publication date	Ref No. MMTC/CHN/CPCL/2019-20/001 dated 5th FEBRUARY 2020
2	Eligibility Criteria	Empanelled Jewellers/Bullion Dealers/Traders/ Jewellery Exporter. Subject to terms and conditions mentioned at Clause 2.0 (Part B)
3	Declaration of base price for E-auction	7th FEBRUARY 2020 upto 1030 Hrs (ref clause 2.5 (part B))
4	Submission of EMD in designated bank account (ref. clause 4.0 part B) and submission of annexure- A, B, C through e-mail.	7th FEBRUARY 2020 by 1.00 PM
5	MMTC to enable empanelled bidders for participation in bidding on e-auction portal that has timely deposited EMD.	7th FEBRUARY 2020 , BY 3.00 PM https://mmtc.abcpocure.com
6	On-Line Auction Date & Time	On 7th FEBRUARY 2020 BY 3.00 PM TO 4.00PM

Notes:

1. Your bid offer during bidding should be for Price of Gold per gram (Exclusive of GST).
2. The Bids offered by the Bidder shall be on ex-location basis. (Location : M/s CPCL, Manali, Chennai-68)
3. Sale through E-auction will be on “As is where is basis” and on “No complaints Basis”.

4. Statutory levies like Goods & Service Tax(GST) and Tax Collection at Source (TCS) shall be levied as per the prevailing rates at the time of taking delivery.
5. Price bid to be kept valid by the bidder for 3 working days.

2. Contact Details

M/s. e-Procurement Technologies Limited is an authorized service provider e-services (e-tenders & e-auctions) for MMTC LIMITED, New Delhi, through its portal <https://mmtc.abcprocure.com>. For queries on e-Portal (<https://mmtc.abcprocure.com>) and for any technical assistance regarding registration / submission of bids, bidders shall be advised to get in touch with the service provider's Help Desk, details of which are as below:

Vendor's Queries	Contact Numbers	e-Mail ID
New Bidder Registration (Portal Registration), Vendor's ID / Profile Activation, Renewal of Vendor's ID	+91-(79)-6813-6823/54/50/78/49	fany.shah@eptl.in support@abcProcure.com
Mr. Himanshu (Dedicated Helpdesk for MMTC for technical query during auction)	+91 9265562826	delhi.support@eptl.in
For Only, Technical Assistance related to eTender or e-Auction filling / submitting (Offsite Team).	91-(79)- 6813 6848/49/61/71 +91-9374519729	Mr. Nikhil Khala Nikhil@eptl.in

- a. The tender document should include the following terms and conditions to be followed by clients/bidders for participating in e-tender/e-auction.
 1. The bidder shall have valid Class-III Digital Signature Certificate (DSC) ([with signing and encryption](#)) issued from Licenced Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA's are available on www.cca.gov.in wherein the details have been mentioned.
 2. The bidders shall be asked to register on the e-portal so as to have a valid user id for accessing e-tendering/e-auction portal of MMTC.
 3. For minimum system requirements clients/bidders should be asked to refer to home page of the url <https://mmtc.abcprocure.com> under tab Downloads/Minimum System Requirement-V2.0.
 4. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tender/ e-Auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.
 5. Bidders shall be advised to print and save bid submission receipt on submission of bids.

Contact Officials of MMTC at CO & CHENNAI REGIONAL OFFICE

<u>S.No</u>	<u>Name (Mr/Ms)</u>	<u>Email</u>	<u>Contact Nos.</u>	<u>Services</u>
<u>CORPORATE OFFICE</u>				
1	H K Bagha, AGM(Sys), CO	bagha@mmtclimited.com	+91-9810364512	For any queries related to Pre-E-auction queries, Registration, E-auction document queries
2	Bharat Bhargava, Chief Manager (Sys), CO	bharat@mmtclimited.com	+91-9414046344	
3	Mukesh Shah, AGM (Precious Metals) C.O.	mukeshshah@mmtclimited.com	+91-9799296476	
4	Manish Kumar Jain, Sr.Manager (F&A), C.O.	mkjain@mmtclimited.com	+91-9694821165	
5	Satish Kumar Chief Manager (Precious Metals), CO	satishkumar@mmtclimited.com	+91-9718145169	
<u>CONCERNED INCHARGE AT CO</u>				
1	Sanjay Anand, AGM(Precious Metals), CO	sanjayanand@mmtclimited.com	+91-9899317971	
2	Arun Chandra, GM (Sys), CO	acs@mmtclimited.com	+91-9437019341	
<u>CHENNAI REGIONAL OFFICE</u>				
1	E.MALARVANNAN, AGM	emv@mmtclimited.com	90327 12343	For any queries related to : EMD, Bank details, Submission of balance amount, invoicing, delivery etc.
2	S.RAJESWARI, Sr.Manager	sraji@mmtclimited.com	9677290022	
3	P.M.TANGAMANI, Sr.Manager	tangam@mmtclimited.com	8939926365	

3. Product Details:

E-Auction Material Details & its vaulting location (for 7th FEBRUARY 2020, E-auction)

S.No	Vaulting Location	Weight of Coins	No. of Coins	Purity
1	M/s Chennai Petroleum Corporation Limited, Manali, Chennai -68	1600 Grams	80 Nos (20 Grams each)	999

4. E-Auction Lot Sizes and Description (for 7th February 2020, E-Auction)

<i>E-Auction Lot</i>				
Lot No.	Location of Material	LOT Description	UoM	Lot Size
Lot1	M/s Chennai Petroleum Corporation Limited, Manali, Chennai -68	80 Coin of 20 Grams each (999 Purity) (MMTC Coins: 74 Nos, Other Banks : 6 Nos)	Grams	1600
			Total Qty (Grams)	1600

5. Bank Account details of MMTC

S. No	Item	Description
1	Amount	Lot-wise EMD/collective EMD in case of participation in multiple lot as mentioned in the EMD clause. (10% of Base Price Declared on the date of auction)
2	In favour Of	M/S MMTC Limited
3	Mode of Payment	NEFT/RTGS
4	Bank Name	State Bank of India CAG BRANCH
5	Bank Address	Corporate Accounts Group, Chennai 3rd Floor, Sigapi Achi Building, 18/3, RukmaniLakshmi pathi Road, (Behind Air India Office), Egmore, Chennai – 600 008. Ph: 044-28576176.Fax:044-28576143.
6	Account Number	00000031188667865
7	IFSC Code	SBIN0009999

5. Document to be submitted to MMTC for participation in E- Auction

Documents to be submitted by 7th FEBRUARY 2020, 13:00Hrs through E-mail

- Acceptance and Declaration to MMTC as per Annexure A
- Acceptance and Declaration to service provider as per Annexure B
- Bidder's Lot wise EMD details for participating in e-Auction– Annexure C.

Documents to be submitted by Highest Bidder (H1) before taking delivery

- Authorization Letter for taking Delivery- Annexure E
- Undertaking for movement of gold coins to the registered place of business- Annexure F.

II. PART B

TERMS & CONDITIONS OF THE ONLINE AUCTION

1. Definitions

SELLER: -Seller referred in this document, is MMTC Limited. (MMTC)

CUSTODIAN – The ultimate custodian in this document is M/s CPCL. However, the Gold will continued to be retained by CPCL on 'as is where basis is' until the successful bidder collects the Gold from them as per MMTC's instructions.

SERVICE PROVIDER: An e-auction service provider appointed by the seller to facilitate E-auction by the seller. Service provider will only facilitate online auction and are considered as third party not particularly interested in the item/s being sold on behalf of seller. For this E-Auction Service provider will be **M/s. e-Procurement Technologies Limited.**

BIDDER – Jewelers/Bullion Dealers/Traders/Exporters and RBI approved/designated Banks who has completed the formalities of KYC compliance with seller at least before 10 working days prior to date of Auction for the purpose of participation in “E-Auction” and paying the requisite EMD and registered at Service Provider 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/her company’s behalf duly authorized by company proprietor/Director/Board for participation.

Auction Committee: A Committee constituted by MMTC for Auction.

Base Price: Price declared by MMTC by 1030 Hrs on the day of bidding. This price shall be used for calculation of EMD and it will also be the bid start rate for all the lots.

Earnest Money Deposit (EMD): Apart from one time registration fee, the Bidder will have to deposit Earnest Money Deposit (EMD) for each lot as per declare base price for the particular e-Auction.

Bid: The bidder(s) have to quote the rate per one Gram Gold (purity specified in the lot) available for e-auction.

Bidding Currency: Bidding will be conducted in Indian Rupees (INR) only.

H1 Price: It is the highest value placed in the bid at any point of time during the auction for the Lot. It will be visible to all the bidders on the screen and the bidders can bid an amount of “**H1 price plus incremental value or in multiples of incremental value**” only.

Incremental value: Minimum bid increment as decided by MMTC will be Re 1 per Gram. The bidder can bid at any point of time in the auction by minimum bid increment or multiples of the minimum bid increment. The software will not accept any bid other than the multiples of Minimum bid increment.

BSR: It refers to the “Bid Start Rate” which shall be decided by the MMTC and shall be visible to all the bidders on their screens. The bid will trigger off from this rate and no bidder can start bidding below this amount.

AMB: AMB stands for Automated Maximum Bid. It is the maximum bid amount set by the bidder in the auto auction mode during the e-Auction.

Successful Bidder: At the end of the E-Auction, MMTC will decide upon the winner based on the highest bid placed for the lot and subsequent acceptance of MMTC. The decision of MMTC will be final & binding on all the bidders.

Upper Bid Limit: It is the maximum bid price which could be quoted in an auction. For this auction Upper bid limit is kept at Rs.4500 per gram over and above Base price.

2. Terms and condition for participation

- a. **Digital Certificate:** It is mandatory for all the bidders to have class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid)) from certifying authority of India as per the IT Act, 2000. To participate in e-tendering / e-Auction of MMTC e-Portal. The empaneled bidder willing to participate in the e-Auction should have register on <https://mmtc.abcpocure.com> and have to

mapped their Class III Digital Signature Certificate (DSC) at least 2(two) days advance before starting the e-Auction process. The detail of helpdesk officials of M/s e-Procurement Technologies Limited made available in this e-Auction document

- b. Submission of EMD :-**Bidders willing to participate e-Auction , shall have to deposit Earnest Money Deposit (EMD) as per terms mentioned at clause 3 (Part B) and as per details of Auction items mentioned at clause 6.0 (Part A) through e-Payment Mode to MMTC , bank detail made available under clause 4.0 (Part A).
- c. Bidder has to submit the required document as mentioned at Clause 8.0 (Part A) for participating in this E-auction subject to submission of requisite EMD on the day of E-auction.
- d. MMTC will declare lot wise EMD amount on the day of auction through registered email Address of bidder. Lot wise EMD amount shall also be made available on MMTC's E-auction portal (<https://mmtc.abcprocure.com>).
- e. On payment of EMD, seller/Service Provider activates the User – Identity to enter into the E-auction portal. Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password. Confidentiality and security of the user account details is sole responsibility of the bidder.
- f. The bidder will be able to view the following on screen along with the necessary fields in the Forward Auction:

a. Auction date	d. Auto Auction Extension clause / rule	g. Increment Value.
b. Start time	e. Balance Time Available in minutes and seconds	h. Leading Bid in the Auction (Current Highest Bid Price)
c. Duration of the Event	f. Opening Bid Price	i. Bidders bid rank will be shown during the auction event.

- g. Service provider shall arrange to train the nominated person(s) of the bidder about Forward E-auction. Bidder has to contact service provider for training (contact details mentioned at CLAUSE 2 of Part A).
- h. MMTC LIMITED shall not have any liability to bidder for any interruption or delay in access to the site irrespective of the cause.
- i. The material shall be available for **inspection** at CPCL office from 0930 HRS TO 1500 Hrs on 6th February 2020. Bidders may fix a prior appointment with CPCL Officials with requisite residence proof as below:

Proof of Residence:	Aadhar Card / PAN Card / Driving License
Contact person for making a Gate pass for Entry:	Mr. M. Elumalai / Mr. Amit kumar
Contact Landline phone Number:	044- 25944013 / 9444160278
Email	melumalai@cpcl.co.in scrapsale@cpcl.co.in

Inspection of Gold coins can be offered in Batch only. Advance intimation may please be given to MMTC- Chennai Region officers (refer page5) in order to fix up appointment with CPCL

3. Earnest Money

EMD shall be 10% of the lot value calculated based on the base price which will be available by 10.30 am on the date of auction. The EMD amount shall be indicated against each lot.

Bidders willing to participate in the auction shall be required to submit EMD in designated bank account (through e-payment mode) of MMTC before 01.00 pm prior to the commencement of e-auction process.

In order to intimate MMTC regarding the payment of EMD Lot wise, bidder shall send the Annexure A, B, C before 1330 hrs of the bidding day.

RTGS/NEFT/FUND TRANSFER details should be sent to following officials as per format attached at annexure C:

Sl. No	Name of officials	Designation	Email Id
1	R.Subramanian	Sr.Manager (F&A)	rsmanian@mmtclimited.com
2	Deepak Dua	AGM (F&A)	deepakd@mmtclimited.com
3	Tangamani	Sr.Manager	tangam@mmtclimited.com

While informing EMD detail the participant are requested to mention the name of Bank Manager, Landline Phone No, and Bank address of the issuing bank.

During live auction, for any clarification the participant may contact M/s E-Procurement Technologies Limited, as per details given at clause 2.0 (Part A).

MMTC will not consider any change in lot on the bidding day. It will be responsibility of bidder to communicate the lots they are interested to participate well in advance for necessary mapping in E-auction Portal.

In case of successful bidder EMD amount shall be adjusted against final invoice. Successful bidder has to pay the balance amount i.e., full value of the material including statutory levies etc. within two working days from the date of receipt of LOI by way of e-payment mode in MMTC's designated bank account.

The refund of EMD Amount in case of unsuccessful bidders would be done not later than 5 working days after auction is completed.

In case the successful bidder fails to pay the balance amount within two working days from date of receipt of LOI, EMD will be forfeited and MMTC's acceptance will stand cancelled.

In the event of failure on the part of the successful bidder to fulfil his contractual obligations, MMTC reserves the right to blacklist such bidders from participating in any future auction.

4. Bidding Terms and conditions:

Forward Auction ON-LINE BIDDING ON INTERNET shall be conducted by MMTC LIMITED, on pre-specified time & date; the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Forward auction successfully. However, the bidders are requested not to wait till the last moment to

quote their bids to avoid any such complex situations. It is to be noted that either MMTC LIMITED or MMTC LIMITED'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances.

Bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. Bidding in the last minutes and seconds should be avoided in the bidders own interest, neither the service provider nor MMTC Ltd will be responsible for any lapses /failure in such cases.

Once the eligible bidders list is finalized by MMTC, the MMTC service provider would map eligible bidders to Lots for which the EMD submitted. For participating in the e-Auction, they have to login into the e-portal & follow the steps mentioned in the E-auction portal.

Base price declared by MMTC will be Bid Start Rate (BSR) which shall be visible to all the bidders at the start of the e-auction.

The Bid start Rate of Lot in online forward auction is open to all the participating bidders. Any bidder can start bidding, in the online forward auction from this rate onwards only. Hence, the first online bid that comes in the system during the online Forward auction shall be higher than the auction's BSR by one increment or absolute multiples of increment.

The onwards bidding will have to be higher than the H1 rate as quoted and displayed on screen by one increment value or higher than the H1 rate by multiples of the increment value. The bid can be placed only of the BSR + incremental value or in multiples of increment value.

The bids will be taken as an offer to purchase the Lot of Gold on terms & conditions mentioned herewith. Bids once made by a Bidder, cannot be cancelled / withdrawn by the Bidder and the Bidder shall be bound by the bid quoted, failing which the Earnest Money will be forfeited.

Bids placed/Rates offered are for the basic price only and are exclusive of all applicable taxes. Taxes like GST and any other applicable statutory taxes will be in addition to final bid price.

The Bidder must read the terms and conditions of the e-auction very carefully before participating in bidding process.

Online Forward Auction shall be open for a specified period as per publication issued by MMTC for each Lot. The closing time and date of auction may be extended at any time.

Upper Limit is kept at Rs.4500/- over and above the base price. Any bid more than upper bid limit shall be rejected.

Auto Bid: The Auto Bid feature allows Bidders to place an **Automated Maximum Bid (AMB)** in an auction and bid without having to enter a new amount each time a competing Bidder submits a higher offer. Bidders are supposed to quote their next highest price in confirmation to the incremental value and in multiples of thereof only. There is no restriction on changing of the AMB. But once AMB is clicked and frozen, the same cannot be withdrawn at any point of time during the auction period. However, if the auction is cancelled and new auction dates are announced, the earlier AMB shall have no relevance. After fixing his highest limit, the manual Bid button will be disabled. The system will automatically bid on his behalf, based in the auction's H1 Rate. Until his auto-bid amount is reached (in the H1 Rate Box) for a particular Lot in the e-auction, the manual Bid button on his screen will

remain disabled. Once his auto bid amount reaches or crosses the AMB amount, then he will have to bid manually otherwise the bidder may opt for auto bid again by setting a new maximum bid amount.

During Forward Auction, if no bid is received within the specified time or bid is cancelled MMTC, at its own discretion, may decide to re-invite the bid / scrap the e-auction process / proceed with conventional mode of auctioning.

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.

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.

- i. Close time of auction is 4.00 PM. 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, unlimited extension.
- ii. After the completion of Forward Auction, the Closing / Final Price (CP) shall be available on auction screen.
- iii. The name of highest bidders eligible to lift the material will be displayed in the portal within half an hour after the *closing time of complete auction*. Accordingly letter of Intent (LOI) will be sent to the successful bidder through an email.

It is the sole discretion of MMTC to select or reject the bid without assigning any reason thereof. Forward Auction shall be for a period of 90 minutes or as per MMTC LIMITED's requirement. If an auctioneer places a bid in the last 5 minutes of closing of the Forward Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 5 minutes, from the time that bid comes in. The auto-extension will take place only if a bid is received & accepted in those last 5 minutes. If the bid does not get accepted, the auto-extension will not take place. In case, there is no bid in the last 5 minutes of closing of Forward Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

5. Payment Procedure

All payments should be made through e-Payment mode in MMTC's designated bank account (details mentioned at clause 4.0 (Part A)).

Bidders shall have to deposit payment in full (i.e. 100% value of the material plus applicable taxes and duties) within two working days from the date of LOI (email confirmation of acceptance of offer) for issuing the delivery order. No further period shall be allowed.

Bids placed/Rates offered are for the basic price only and are exclusive of all applicable taxes. Taxes like GST and any other applicable statutory taxes will be in addition to the basic price and will be added at rates applicable at the time of delivery.

6. Delivery procedure:

- 1.1 On receipt of full sale value and applicable taxes etc., the MMTC will issue final Sale Order to the successful bidder(s) thereby enabling him to lift the materials within a period of five (5) working days from date of issue of sale order.
- 1.2 The successful bidder has to take delivery of Gold directly from vaulting location/Custodian, as specified on the document.
- 1.3 Lifting of materials will be allowed only between 10:30 A.M. to 4.00 P.M. on working days of vault operation. Successful bidders shall be required to lift the material within the time limit permitted by M/s CPCL. 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 EMD.
- 1.4 In case the custodian of the Gold is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the custodian of the Gold shall grant suitable extension of delivery period to the Successful bidder(s) without any penalties till the expiry of such extended period. In such eventuality, however, the Successful bidder(s) shall not be entitled to claim any compensation for such delay.
- 1.5 While taking delivery of the material, it will be at the discretion of the custodian 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 as per lot size and serial numbers of Gold coins specified under specific lots mentioned in delivery challan.
- 1.6 Purity & Weight: MMTC shall not entertain any dispute regarding quality, purity and weight since
- 1.7 In case successful bidder does not takes delivery within 5 working days of issuance of sale order, seller will reserve its rights to impose penalties/forfeiture of EMD.
- 1.8 All the statutory taxes, logistics charges, insurance and other charges to be borne by Successful bidder (H1).

7. General Terms and Conditions

- a. Purity and weight as certified by MMTC is final. The sale shall be on **“AS IS WHEREIS BASIS” “NO COMPLAINT BASIS” & “NO SEGREGATION BASIS”** and **“EX-LOCATION BASIS”** The Seller does not undertake any responsibility for quality or

- quantity nor to procure any permission/license etc. in respect of the auction items offered for sale.
- b. It is the sole discretion of MMTC to select or reject the bid without assigning any reason thereof. MMTC reserves right for refusal at any moment of E-Auction process, without assigning any reason to the bidder and decision of MMTC shall be final and binding on all the successful bidder.
 - c. Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the successful bidder(s) 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 Service Provider will not entertain warranty or guarantee of the quality, quantity, measurement, condition and about any complaints or objections once Bid is placed.
 - d. The Successful 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 Property 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 Property, 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.
 - e. In case of any Holiday / Gazetted holiday the above schedule will be shifted to next working day.
 - f. MMTC reserves the right to modify/ amend the terms and conditions and intimate the same prior to commencement of e-Auction or while the auction is in progress.
 - g. SELLER reserves the right to decrease or increase the quantity to any extent.
 - h. Seller and Service Provider India does not give warranty or guarantee of the quality, quantity, measurement, condition and about its "End Use" or fitness for a particular purpose.
 - i. EMD may be in a lump sum deposit as per Annexure-C and shall not carry any interest.
 - j. Bids are to be made upto total estimated auction quantity subject to minimum bid quantity and base price restrictions.
 - k. All the bidders are required to submit their online prices with minimum quantity or more up to total quantity available as mentioned lot-wise as defined at clause 6.0(part A). 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.
 - l. CASH / DD / Cheque WILL NOT BE ACCEPTED.
 - m. On receipt of EMD from bidder, MMTC will authorize service provider, to map these bidders with the e-Auction as per their EMD submitted lot wise to enter into the e-Auction.
 - n. The bidder shall be allowed to participate in lots for which he has submitted EMD & mapped into website e-Auction (on <https://mmtc.abcprocure.com> website).

8. Disclaimer

- a. MMTC at its absolute discretion may choose to abandon the E-Auction either in part or in whole without giving prior notice to the prospective bidder.
- b. MMTC reserves the right to accept or reject any proposal, and to annul the registration process and reject proposals at any time prior to empanelment, without thereby incurring any liability to the affected applicant or any obligation to inform the affected applicant of the grounds for action taken by MMTC.
- c. MMTC makes no commitments, express or implied that this process will result in a business transaction with anyone.
- d. MMTC is not bound contractually or in any way to any of the applicant to this E-Auction. MMTC is not liable for any costs or compensation incurred by the bidders in relation to the consideration of this E-Auction.

9. 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 with MMTC during their participation in the auction 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 auction 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 auction 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 auction 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 to EMD.

10. 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”. Holiday listing policy is available at MMTC Website www.mmtclimited.com under trader advisory link placed at the bottom of home page of MMTC’s website.

11. Force Majeure

- a. If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war hostility, military operations, civil commotion sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, strikes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- b. If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages”
- c. The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the

existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce or any other competent authority connected with the case in the country of sellers or the buyers shall be sufficient proof of the existence of the above circumstances and their duration.

- d. All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Conditions mentioned in this document.

12. Third Party Claim

- a. Subject to Clause 13.0(b) below, Empanelled bidder (the "Indemnifying Party") undertakes to indemnify the "MMTC" (the "Indemnified Party") from and against all losses, claims or damages to MMTC, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance.
- b. The indemnities set out in Clauses 13.0 shall be subject to the following conditions:
- (i) the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - (ii) the Indemnified Party may at its option (but shall not be obligated to), at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;
 - (iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Clause, the Indemnified Party may at its option participate in such defense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of such defense shall be borne by indemnifying party.
 - (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - (v) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

13. Fraud by personnel of bidder

"MMTC" reserves its right to initiate civil as well as criminal action against the agents/ employees of the bidder for fraud or misappropriation, besides claiming damages and indemnification. The management of the Bidder would also be made liable for action in case of fraud, under the applicable laws and "MMTC" may forfeit EMD, if "MMTC" finds it necessary to do so.

14. Arbitration Clause

A. Where the opposite party is a private party

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation on effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated by Chairman and Managing Director (CMD) of MMTC. The provisions of Arbitration & Conciliation Act 1996 shall apply to such arbitration proceedings.” The Venue of arbitration shall be “Delhi”

B. Where the opposite party is a Public Sector organization.

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the rule of arbitration of the Indian council of arbitration and the award made in pursuance thereof shall be binding on the parties. The language of arbitration shall be English. The seat of arbitration shall be India. The venue of arbitration shall be New Delhi, India.”

15. Jurisdiction

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Chennai only.

(To be submitted on Letter Head of the company)

ACCEPTANCE & DECLARATION to MMTC

To,
 General Manager (Precious Metals)
 M/s. MMTC Limited
 Core 1, SCOPE Complex, Lodhi Road,
 New Delhi – 110003

DATE:

Dear Sir,

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the online auction catalogue (Ref No. MMTC/CHN/CPCL/2019-20/001 Dated:5th February 2020) 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 e-Auction for “Gold” (Gold for sale on as is where is basis and on no complaint basis, through e-auction)
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 catalogue and offer letter, the Earnest Money Deposit, 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 Service Provider shall be making the announcements of correction with the consent and knowledge of the seller and SERVICE PROVIDER India shall not be liable for these last minute change.
7. We have studied the commercial terms and conditions governing the E-auction as mentioned in E-auction document of MMTC limited and confirm our agreement to them.

USER ID (if exists) _____	GST Registration No. _____
Contact Person(s) _____	E-Mail _____
Designation _____	Phone No. _____ Mobile No. _____

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

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.

Signature of Authorized Signatory
 with Name and Seal

Ref No. MMTC/CHN/CPCL/2019-20/001 Dated:5th February 2020

ACCEPTANCE & DECLARATION to Service Provider

(To be submitted on Letter Head of the company)

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,

1. This has reference to the Terms & Conditions for the <<online e-Auction for “Gold” (Gold for sale on as is where is basis and on no complaint basis, through e-auction) << FEBRUARY 2020>>. This letter is to confirm that:-

Dear Sir,

This has reference to the Terms & Conditions for the online e-Auction for “Gold” (Gold for sale on as is where is basis and on no complaint basis, through e-auction)

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Terms and conditions governing the E-Auction as mentioned in Auction of MMTC Ltd 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 Ltd and SERVICE PROVIDER India 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 honour 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 and security of the password will be our responsibility.

With regards,

Signature

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Scan &upload this document in E-Auction portal

(On Company Letter Head)

Bidder's Lot wise EMD details for participating in e-Auction

Dated: / FEBRUARY/ 2020

General Manager
MMTC Limited
Chennai Regional Office,
6 Chennai House, Esplanade 108

Dear Sir,

We would like to confirm that with reference participation of e-Auction being conducted by MMTC on dated _____ FEBRUARY 2020 , we have submitted EMD in your bank account the detail of same is mentioned below:

S. No	Item	Description
1	Total Amount Deposited	In figure :
2	In Favour Of	MMTC Limited
3	Mode of Payment	NEFT/RTGS
4	Bank Name	STATE BANK OF INDIA
5	Account Number	31188667865
6	IFSC Code	SBIN0009999
7	UTR no	

Lot wise EMD detail as below: -

LOT NOS	Lot size Qty to be quoted (KGs)	EMD Amount submitted for Lots (Rs)
I		(Rs _____)
Total Quantity (KGs)		
Total Amount submitted		(Rs _____)

Kindly map our user id <bidder's valid email-id register on MMTC's e-Portal for above e-auction> as per the detail submitted above to enable us to submit our bids on above lots for which we have submitted EMD.

Thanking You,

Authorized Signatory

Name: _____

Designation: _____

(On Company Letter Head)

Dated:

AUTHORISATION LETTER

General Manager
MMTC Limited
Chennai Regional Office,
6 Chennai House, Esplanade 108

Subject: Authorization letter reference: MMTC/CHN/CPCL/2019-20/001

Dear Sir,

We are your KYC registered customer to participate in E-auction floated for Purchase of Gold Coins. As you are aware that we participated in E-auction of _____ (Kgs Gold on (date)_____ and we are highest bidder for Lot _____ which is for _____ QtyGOLD. <<write detail(s) of lots in which you are HI>>. In this regard it is being intimated that we would like to take delivery of the material from _____ (vaulting location) on _____.

For the purpose of taking delivery we hereby authorize following persons on our behalf, to take delivery from MMTC.

Sr.No	Name of person	Designation	Photo ID (Type&Number)	Photo	Specimen Signature
1			Aadhar card/Pan Card/Voter ID /Company ID/ ID Number	Affix photo here	
2					

We have enclosed attested photo ID proof of the authorized person. Any Change in the list/ above details of authorized will be intimated to you in writing.

This is one time authorization letter specifically to be used for taking delivery in respect to LOI_____ issued on _____ by MMTC.

The issuing officer has duly approved authority in his/her favour from the said company and is empowered to issue this letter on behalf of the company.

Thanking You,

For, **Company Name**

Authorized Signatory

Name: _____

Designation: _____

<On the letterhead of the Registered Recipient>

To,
M/s MMTC.....
.....

Dear Sir/Ma'am,

Sub: Undertaking for movement of GOLD coins to the registered place of business

1. This is in reference to the Gold coins intended to be purchased by us vide our Purchase Order dated _____.
2. We, M/s _____, hereby undertake that the gold coins so purchased will be first brought to our registered place of business and thereafter, they will be used by us in the course or furtherance of our business.

Thanking you,
Yours faithfully,
For M/s _____

Authorized Signatory

Name: _____

Designation: _____

Checklist of the documents for application

Documents required to be submitted for participation in e-Auction for “Gold” (for sale on as is where is basis and on no complaint basis, through e-auction)

Sl.No	Document Required	Purpose/ compliance for	Submitted (Y/N)
1.	Acceptance & declaration to MMTC (Submission through registered Email)	As per Annexure - A	
2.	Acceptance & declaration to Service provider (Submission through registered Email)	As per Annexure - B	
3.	Bidder’s Lot wise EMD details for participating in e-Auction (Submission through registered Email)	As per Annexure - C	
4.	Authorization Letter for taking Delivery	As per Annexure - D	
5.	Undertaking for movement of Gold coins to the registered place of business	As per Annexure - E	

END of Document