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(Core-1, SCOPE Complex, 7, Institutional Area, Lodi Road)

New Delhi – 110 003 (India)

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

E-mail: sandeepk@mmtclimited.com

E-Auction Tender No.: MMTC/STEEL/EA/CCTAR/ 17 /2013-14/06 Dt. 26.11.2013

Sub:- E-Auction of Crude Coal Tar

MMTC Limited will sell NINL Crude Coal Tar **(as per Annex. II)** “ On ex-plant basis and on No complaint basis” available at NINL Plant at Duburi, Orissa through Online Auction subject to terms and conditions annexed hereto and as per schedule of programme given below:

Schedule of Programme:

Inspection of Auction Property.	26.11.2013 to 03.12.2013 (Except Sundays & Holidays) Time: 08.30 A.M to 04.00 P.M.
Venue of Inspection	NEELACHAL ISPAT NIGAM LIMITED Kalinga Nagar Industrial Complex, Duburi, Dist.-Jajpur, Orissa
EMD & Tender Fee (non-refundable) Details	RTGS/DD favoring “MMTC LIMITED” Payable at Bhubaneswar/ Kolkata. For EMD &Tender fee (non-refundable) amount refer to General Terms and Conditions & Annexure II
Last Date to receive EMD & Tender Fee (non refundable)	03.12.2013 till 1700 Hrs (IST)
On-Line Auction Date & Time	06.12.2013 For Lot No. 1 to 13 from 1030 to 1230 HRS For Lot No. 14 to 21 from 1430 to 1630 HRS

Online Auction Platform And Support Services Provided By:

M/s. Antares Systems Pvt Ltd.

#24, 1st Floor, Sudha Complex,
3rd Stage, 4th Block, Basaveshwara Nagar
Bangalore - 560 079, India.

Phone : +91-80-4048-2000/2328-4311/2328-4313/2328-7932

Telefax : +91-80-4048-2114

E-mail: mail@antaressystems.com

Contact Person: Mr. Pradeep S R

Email Id: pradeep.sr@antaressystems.com

Cell No. 09686196751

URL:- www.tenderwizard.com/MMTC

M/s. Antares Systems Pvt Ltd., is an authorized e-commerce service provider for MMTC LIMITED, New Delhi to obtain rates online through its portal

URL:- www.tenderwizard.com/MMTC

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

Contact Persons:

<p>MMTC LIMITED, Core No. 1, SCOPE Complex, Lodhi Road, New Delhi- 110003</p> <p><u>KEY COORDINATORS</u></p> <p>Contact Person for Inspection of Material at Plant:</p> <p>1. r. P K Ray, Asst. Mgr. (C) NINL ORISSA 06726-264032 , Mob. 9937365470 Contact Person for Systems:</p> <p>2. r. Rajesh Chowdhary DGM (Systems) MMTC, DELHI Mob: 09971003389 Email: rajeshc@mmtclimited.com Contact Person for Sale:</p> <p>3. Mr. B. DASH, GM, MMTC BHUBANESHWAR Mob. 09437019339</p> <p>4. Mr. SUBRATA SAHA , GM</p>	<p>For technical assistance during e auction: M/s. Antares System Pvt Ltd., #24, 1st Floor, Sudha Complex, 3rd Stage, 4th Block, Basaveshwara Nagar Bangalore - 560 079, India. Phone :+91-80-4048-2000/23284311/ 23284313/ 23287932 Telefax : +91-80-4048-2114 E-mail: mail@antaressystems.com The e-auction URL is : www.tenderwizard.com/MMTC Contact Person:</p> <p>1. First Level Contact - Auctions Mr. Pradeep S R Email Id: pradeep.sr@antaressystems.com Cell No. 09686196751</p> <p>2. Second Level Contact - Auctions: Mr. Yogesh Email Ids: yogesh.m@antaressystems.com Cell No. 9686196755</p> <p>3. Alternate Contact i) Mr.Madhusudan S madhusudans@antaressystems.com</p>
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MMTC KOLKATA Mob No. 09748041429 Email:subratasaha@mmtclimited.com	ii) Mr. Harsh Dev, harsh.bangalore@gmail.com
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TERMS & CONDITIONS OF THE ONLINE AUCTION

Definitions

- **SELLER:** -Seller referred in this catalog is MMTC Limited. (MMTC)
- **SERVICE PROVIDER:** **M/s. Antares System Pvt Ltd.** is an e-auction service provider appointed by the seller to facilitate virtual auction by the seller. **M/s. Antares System Pvt Ltd.** will only facilitate online auction and is 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 OR any regional association and who is paying the requisite EMD and registered at **M/s. Antares System Pvt Ltd.** 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.

1.0 GENERAL TERMS & CONDITIONS

- 1.1 As per the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on "ON EX-PLANT BASIS" FOR NINL CRUDE COAL TAR and "NO COMPLAIN BASIS." The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction property 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 Property and the documents pertaining to it and 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 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. Antares System Pvt Ltd.** will not entertain 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 any complaints or objections once Bid is placed.
- 1.5 Seller and **M/s. Antares System Pvt Ltd.** do not give 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 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 there of. 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.
- 1.7 **EMD will be in a lump sum equal to quantity @ Rs.600/- PMT for Crude Coal Tar and SHALL NOT CARRY INTEREST. Tender fee (non refundable) as indicated in Annex II has to be submitted separately along with 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. Antares System Pvt Ltd. on behalf of seller besides forfeiture of EMD/SD of the instant auction/tender.**

1.9 In a situation where the H-1 bidder does not lift the quantity, MMTC has the discretion to decide to offer remaining quantity to 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.

1.10 All the bidders are required to **submit Declaration & Acceptance form (Annex-I) and Annexure-III duly filled and signed and submit along with EMD.**

2.0 PARTICIPATION

The prospective bidder has to register with the **M/s Antares System Pvt Ltd.** The prospective bidder shall have to deposit Earnest Money Deposit (EMD) by way of DD in favour of "MMTC Limited" payable at **Bhubaneswar /Kolkata or the amount may be deposited in MMTC Account at Bhubaneswar /Kolkata. CASH WILL NOT BE ACCEPTED.** On payment of EMD, seller/ **M/s. Antares System Pvt Ltd.** will activate the User - Identity to enter into Website **URL:- www.tenderwizard.com/MMTC** Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password. The safety and secrecy of the User - Identity and Password shall be the sole responsibility of the bidder.

2.1 TRAINING

In case of any technical clarifications or for training, interested parties may contact **M/s. Antares System Pvt Ltd.** as per the details given in page no. 1 and 2 of this tender document.

3.1 CONDITIONS APPLICABLE TO "ONLINE" AUCTION METHOD OF BIDDING

3.2 **Validity:** The Online auction bidders and Tender bidders must keep their bids valid for our acceptance up to 1730 hrs of 23.12.2013.

3.3 **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.

3.4 **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 lots. Auction room in the website will display only the highest bid amount on the right hand side.

4.0 PAYMENT

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

4.2 Successful bidders shall have to deposit **payment in full** (i.e. 100% value of the material plus applicable taxes and duties) **within 2 days intimated separately from the date of LOA** (Letter of acceptance of offer) /intimation to deposit payment for issuing the delivery order. **A further period of 5 days shall be allowed for deposit of payment on charging interest @ 15% per annum for the delayed period.**

4.3 Bids placed/Rates offered are for the basic price 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 delivery.

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.

5.0 DELIVERY

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.**

- 5.1 Lifting of materials will be allowed only between 8:30 A.M. to 5:00 P.M. 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 and the same shall not be disputed by the successful bidder.
- 5.2 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.
- 5.3 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.
- 5.4 Trucks / Lorries with valid LSGP (Loading Slip cum Gate Pass) shall be allowed inside plant for loading after necessary security check between 8.30 Hrs. to 10.30 Hrs.
- 5.5 Vehicles shall be loaded as per their carrying capacities in compliance to the provisions of MV Act.
- 5.6 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.
- 5.7 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.

- 5.8 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.
- 5.9 **Determination of Weight:** The weight of the Materials delivered on Ex-Plant basis shall be as per NINL Weighment Scale.
- 5.10 **Sampling and Analysis:** The quantity is offered on Ex-Plant basis and the test results, as determined NINL LAB shall be final and binding on the PURCHASER.
- 5.11 The **insurance** is to be arranged by the Buyer after loading onto trucks.
- 5.12 In case successful bidder is a defaulter in lifting the material against tender/s of MMTC Limited, lifting against this tender will be allowed only after clearing the quantities remaining unlifted earlier.

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.

(Sandeep Kumar)
Dy. General Manager (Steel)
26.11.2013

ACCEPTANCE & DECLARATION

DATE: _____

To,
General Manager/DGM (Steel)
M/s. MMTC Limited
Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar - 751007
OR
Ruby House, 4th Floor, 8 India Exchange Place, Kolkata-70 00 01

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 NINL Crude coal Tar 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 Antares Systems Pvt Ltd.** shall be making the announcements of correction with the consent and knowledge of the seller and **M/s Antares Systems Pvt Ltd.** shall not be liable for these last minute change.

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. _____

Phone No. _____ **Mobile No.** _____ **Fax 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.

Signature of Authorized Signatory with Name and Seal.

ANNEXURE - II

E-AUCTION TENDER NO. MMTC/STEEL/NINL CC TAR/17/13-14/06

Dated: 26.11.2013 scheduled on 06.12.2013.

Specification of Crude Coal Tar

MOISTURE: 5% (Max), SP GRAVITY: 1.15 - 1.2, PITCH: 52-55%.

For December 2013 / January 2014

<u>A Lot No. 1 to 13 From 1030 Hrs to 1230 Hrs</u>						
Sl. No	LOT NOS.	UOM	Estimated Auction Qty(MT)	Lot size qty to be quoted	EMD (@Rs.600/- PMT)	Tender fee (Non refundable) (Rs.)
1	Lot 1	MT	100	100	60000	500
2	Lot 2	MT	100	100	60000	500
3	Lot 3	MT	100	100	60000	500
4	Lot 4	MT	100	100	60000	500
5	Lot 5	MT	100	100	60000	500
6	Lot 6	MT	100	100	60000	500
7	Lot 7	MT	100	100	60000	500
8	Lot 8	MT	50	50	30000	500
9	Lot 9	MT	50	50	30000	500
10	Lot 10	MT	50	50	30000	500
11	Lot 11	MT	50	50	30000	500
12	Lot 12	MT	50	50	30000	500
13	Lot 13	MT	50	50	30000	500
<u>B Lot No. 14 to 21 From 1430 Hrs to 1630 Hrs.</u>						
14	Lot 14	MT	400	400	240000	1000
15	Lot 15	MT	300	300	180000	1000
16	Lot 16	MT	300	300	180000	1000
17	Lot 17	MT	200	200	120000	1000
18	Lot 18	MT	200	200	120000	1000
19	Lot 19	MT	200	200	120000	1000
20	Lot 20	MT	200	200	120000	1000
21	Lot 21	MT	200	200	120000	1000

1. Parties wishing to participate in this e-auction tender for crude coal tender will have to deposit Tender fee (Non Refundable) per lot as indicated above in which they wish to participate and has to be deposited separately along with EMD as per lot size indicated above, failing which application will not be accepted and password will not be issued. Password will be issued for only those lots against which tender fee and EMD is received.
2. The allotted quantity against the above lots has to be lifted from NINL yard (loading by NINL) as per delivery order. Failure to lift the allotted quantity during the period may entail forfeiture of EMD. Delivery can be made by road or rail tanker to be arranged by the allottee.
3. Auction will be held for all the lots simultaneously and one party can bid for all the lots subject to conditions mentioned above.
4. The price bid increment will be **Rs. 100.00 for Crude Coal Tar**

Auction Portal: [URL:- www.tenderwizard.com/MMTC](http://www.tenderwizard.com/MMTC)

DD FOR EMD & TENDER FEE SHOULD BE SENT TO MR. B.DASH, GM, MMTC LIMITED, ALOK BHARATI COMPLEX, 7th. FLOOR, SAHID NAGAR, BHUBANESWAR- 751007 (ORISSA) (THE AMOUNT MAY BE DEPOSITED IN MMTC ACCOUNT AT BHUBANESWAR) OR SHRI SUBRATA SAHA, GM, MMTC LTD., RUBY HOUSE, 4TH FLOOR, 8 INDIA EXCHANGE PLACE, KOLKATA-700001, SO AS TO REACH **BY DUE DATE & TIME**. Tender fee and EMD RECEIVED LATE WILL NOT BE ACCEPTED.

WHILE SUBMITTING EMD VIDE D/D, THE PARTICIPANTS ARE REQUESTED TO MENTION THE NAME OF CONTACT BANK MANAGER, HIS LANDLINE PHONES NO. AND BANK ADDRESS OF THE ISSUING BANK.

DURING LIVE E-AUCTION, FOR ANY CLARIFICATION, THE PARTICIPANT MAY CONTACT **M/s. Antares System Pvt Ltd.** AS PER THE DETAILS GIVEN IN THE PAGE NO. 1 AND 2 IN THE TENDER DOCUMENT.

To

M/s Antares Systems Pvt Ltd.

#24, 1st Floor, Sudha Complex,
3rd Stage, 4th Block, Basaveshwara Nagar
Bangalore - 560 079, India.

Phone : +91-80-4048-20002328-4311/2328-4313/2328-7932

Telefax : +91-80-4048-2114

E-mail: mail@antaressystems.com

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 NINL Crude Coal Tar, tender No. MMTC/STEEL/EA/CC TAR/17/2013-14/06 dt 26.11.2013 mentioned in the tender document of MMTC Limited.

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 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 **M/s. Antares System Pvt Ltd.** 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 **M/s. Antares System Pvt Ltd.** 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 Ltd or **M/s. Antares System Pvt Ltd.** regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 6) I/we do understand that **M/s. Antares System Pvt Ltd.** 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 [URL:- www.tenderwizard.com/MMTC](http://www.tenderwizard.com/MMTC) 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 Telefax : +91-80-4048-2114

- Attach a signed copy of the tender document along with the Agreement Form & send to M/s Antares Systems Pvt Ltd., Bangalore.