



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

TENDER NO.: MMTC/STEEL/ LIQUID GASES /DOMESTIC/E-TENDER / 2014-15 / 01

Dt. 5TH FEBRUARY 2015

MMTC invites tender in closed/sealed cover from reputed manufacturers/traders for sale of Liquid Oxygen, Liquid Nitrogen and Liquid Argon “**Ex-plant and “as is where is basis and on no complaint basis”** available at NINL Plant at Duburi, Orissa. The terms and conditions annexed hereto and as per schedule of programme given below.

Schedule of Programme

Inspection of Auction Property	upto 10 th February 2015 during working day (0800Hrs to1630 Hrs)
Venue of Inspection	NEELACHAL ISPAT NIGAM LIMITED Kalinga Nagar Industrial Complex, Duburi, Dist.-Jajpur, Orissa
EMD Details	DD favouring “MMTC LIMITED” Payable at Bhubaneshwar/Kolkata (EMD and ITEMWISE DETAILS AT ANNEXURE –I)
Submission of EMD (Rs.50,000/-)	On 10 th February 2015 upto 1630 Hrs
SUBMISSION OF TECHNICAL & PRICE BIDS	On 12th FEB. 2015 by 1430 hrs IST
OPENING OF TECHNICAL BID	On 12th FEB. 2015 by 1500 hrs IST
OPENING OF PRICE BID	On 13th FEB. 2015 by 1500 hrs IST

Sl. No.	Product	Purity (%)	Quantity	Conversion Factor
1.	Liquid Oxygen	99.6+	200 MT	0.77 (Kg/M3)
2.	Liquid Nitrogen	99.999	100 MT	0.88 (Kg/M3)
3.	Liquid Argon	99.999	50 MT	0.616 (Kg/M3)

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

KEY COORDINATORS

Contact Person for Inspection of Material at Plant:

1. **Mr. P K Ray,**
Asst. Mgr. (C) NINL ORISSA 06726-264032, Mob. 09937365470
Mr. M.R.Khatai, Manager(SC) Mob. 09437441004

Contact Person for Systems:

2. **Mr. Rajesh Chowdhary ADDL.GM (Systems) MPMC, DELHI**
Mob. 09971003389 Email: rajeshc@mpmclimited.com
3. **Narendra Kumar Manager (Systems) MPMC, DELHI 011-24381343**
Mob. 09650037317 Email: nkumar@mpmclimited.com

Contact Person for Sale:

4. **Mr. T.K.Sengupta, GM, /Mr. R.N Marandi Addl.G.M. MPMC BHUBANESHWAR**
Email: tk@mpmclimited.com/rnm@mpmclimited.com
Mob. 09437479304 /09437019341
5. **Mr. A HEMBRAM, ADDL.GM MPMC KOLKATA**
Mob No. 09830155721 Email: ahembram@mpmclimited.com
6. **For any assistance on e-bidding process,**
Mr. Rahul Sharma, Technical Support Engineer –
email id rahul.sharma@c1india.com, mobile phone 09810605992 OR
Ms. Neeti Bala Chandraa email id neeti.bala@c1india.com, mobile 09958000492.

THE BIDDER MUST HAVE THE FOLLOWING TO PARTICIPATE IN THE E- TENDER:

- a) Valid CCE (Chief Controller of Explosive) License.
- b) The party shall transport the above items by their own or lease tankers and the tankers must have valid CCE license.
- c) The purchaser/transporter must have cryogenic hoses required for filling of tankers.
- d) The statutory documents mentioned above are to be furnished at the time of taking delivery.

PART-A: TECHNICAL BID: IN PHYSICAL MODE.

The documents to be enclosed with physical bid are as follows and are required to be submitted physically in sealed envelopes to be dropped in tender box, by DUE DATE & TIME SO AS to reach **Addl. General Manager (Steel), MPMC Limited, Alok Bharti Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007:-**

- a) PROFILE OF THE COMPANY, VIZ. PUBLIC LTD./ PRIVATE LTD./ PARTNERSHIP / PROPRIETARY CONCERN WITH DETAILS OF CONTACT PERSON, PHONE, FAX, E-MAIL ADDRESS, ETC.
- b) Valid CCE (Chief Controller of Explosive) License.
- c) EMD OF **RS.50,000/-** (Fifty Thousand) only in the form of DD/Bankers Cheque drawn in favor of MPMC Limited, Bhubaneswar. Bids received without EMD shall be rejected. In case of default in lifting or delay in lifting within the stipulated time period as may be fixed by MPMC for the purpose, EMD shall be forfeited OR DD PAYABLE TO **MPMC Limited, Bhubaneswar.**

- d) MPMC E-TENDER DULY SIGNED IN ORIGINAL AND STAMPED ON ALL PAGES OF THE NIT CONFIRMING THAT THE BID IS STRICTLY AS PER TERMS OF E-TENDER ENQUIRY AND ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE E-TENDER.*
- e) AUTHORITY LETTER IN ORIGINAL AS PER ANNEXURE – II (IF APPLICABLE)

THE TECHNICAL BIDS WILL BE OPENED AS PER DUE DATE. AFTER SCRUTINY OF TECHNICAL BIDS, THE PRICE BIDS OF ONLY THOSE BIDDERS WHO'S TECHNICAL BIDS ARE ACCEPTABLE WILL BE OPENED AND CONSIDERED FURTHER. TECHNICAL BID AS PER ATTACHMENT–A IN ANOTHER SEALED COVER SUPERSCRIBING “PRICE BID” ADDRESSED TO **Addl. General Manager (Steel), MPMC Limited, Alok Bharti Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007** BOTH TECHNICAL & PRICE BIDS IN SEPARATE ENVELOPES TO BE PUT IN ANOTHER ENVELOPE SUPERSCRIBED TENDER NO. ALL THE PAPER SHOULD BE PAGE NUMBERED AND PROPERLY STAPLED.

PART-B: PRICE BID: IN PHYSICAL OR ELECTRONIC MODE.

I) PHYSICAL MODE

PRICE BID AS PER ATTACHMENT–A IN ANOTHER SEALED COVER SUPERSCRIBING “PRICE BID” ADDRESSED TO Addl. General Manager (Steel), MPMC Limited, Alok Bharti Complex, 7th Floor, Sahid Nagar, Bhubaneswar-751007 BOTH TECHNICAL & PRICE BIDS IN SEPARATE ENVELOPES TO BE PUT IN ANOTHER ENVELOPE SUPERSCRIBED TENDER NO. ALL THE PAPER SHOULD BE PAGE NUMBERED AND PROPERLY STAPLED.

II) ELECTRONIC MODE

AS PER ATTACHMENT-A, TO BE SUBMITTED ELECTRONICALLY (AS DETAILED ABOVE).

PRICE BID OF ONLY THOSE BIDDERS, WHO QUALIFY IN TECHNICAL BID, SHALL BE CONSIDERED FOR EVALUATION. PRICE BIDS OF SUCCESSFUL BIDDER (TECHNICAL) WILL BE OPENED AS PER DUE DATE.

SPECIAL TERMS & CONDITIONS IF PRICE BID SUBMITTED IN ELECTRONIC MODE.

E-Tender is available on MPMC e-procurement website [URL:- www.tenderwizard.com/MPMC](http://www.tenderwizard.com/MPMC) for online bidding process. For this, Bidder is required to obtain minimum Class II Digital Signature (meant for e-tendering) from any of Certifying Authority recognized by Controller of Certifying Authority (www.cca.gov.in) and have to register with e-procurement portal [URL:- www.tenderwizard.com/MPMC](http://www.tenderwizard.com/MPMC) (a onetime activity) independent of each other as given below.

Procedure for Obtaining Digital Certificate

The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital certificate is given in the web site [URL:- www.tenderwizard.com/MPMC](http://www.tenderwizard.com/MPMC). In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

NOTE: Class III Digital Signature Certificate (DSC) is mandatory to participate in 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.

Procedure for Registering in E-Procurement portal

Further, the bidder will have to register with MMTC's E-Procurement portal. For registering, please go to URL:- www.tenderwizard.com/MMTC and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given above.

ANY BIDDER WILLING TO PARTICIPATE IN THE TENDER OPENING PROCESS, MAY ATTEND DIRECTLY OR DEPUTE THEIR REPRESENTATIVE THROUGH PROPER AUTHORISATION ON THEIR LETTERHEAD WITH SIGNATURES IN ORIGINAL CLEARLY STATING THE NAME OF FIRM, PERSON, DESIGNATION AND HIS SIGNATURES (AS PER ANNEXURE - II).

EMD OF THE UNSUCCESSFUL BIDDER WILL BE RETURNED BACK AND FOR THE SUCCESSFUL BIDDERS IT WILL BE RETAINED AND RETURNED AFTER SUCCESSFUL COMPLETION OF THE CONTRACT.

TERMS & CONDITIONS OF THE e-TENDER

Definitions

- **SELLER:-** Seller referred in this catalog, 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.

1. PARTICIPATION

The prospective bidder has to register with the M/s C1 India, The prospective bidder shall have to deposit Earnest Money Deposit (**EMD**) as prescribed by Demand Draft / Pay Order / Bankers Cheque on any Scheduled / Nationalized Bank /Scheduled Co-operative Banks Drawn in favour of "**MMTC Limited**" payable at **Bhubaneshwar or the amount may be deposited in MMTC Account at Bhubaneshwar. 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. TRAINING:

In case of any technical clarifications or for training, interested parties may contact M/s C1 India, as per details given on **page 2** of his tender document.

3. CONDITIONS APPLICABLE TO “ONLINE” METHOD OF e-BIDDING.

- 3.1 **Validity:** The Online auction bidders and Tender bidders must keep their bids valid for a period of 15 (fifteen) calendar days from the date of closing of e-tender 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. PAYMENT

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

- 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) along with **Security Deposit (SD)** @2% of basic value. A further period of 5 days shall be allowed for deposit of payment on charging **interest @ 15% per annum or as notified by MMTC from time to time for the delayed period.**
- 4.2 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.
- 4.3 MMTC will receive all payments.
- 4.4 For sales within Odisha, MMTC will issue invoice.
- 4.5 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

- 5.1 On receipt of full sale value and applicable ED/CST/VAT/ET/TCS along with Security Deposit, the Seller will issue final Sale Order to the Buyer thereby enabling him to lift the materials within the period specified in the Sale Order.
- 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. 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.

- 5.3 The Liquid Oxygen, Liquid Nitrogen and Liquid Argon will be sold on Metric Tonne (MT) basis and will be delivered through tankers only. The buyer has to bring a proper hose with end fitting matching to ours at plant. The tanker and the crews should comply with applicable statutes and safety norms. Necessary loading facilities are available at site and statutory requirements are being taken care of.**
- 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.
- 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 **Tankers** 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 **Tankers** drivers (if required) to guide them to destinations. Vehicles shall be loaded as per their carrying capacities in compliance to the provisions of MV Act.
- 5.8 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.
- 5.9 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.
- 5.10 **Determination of Weight:** The weight of the Materials delivered on ex-plant basis shall be as per NINL Weighment Scale.
- 5.11 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.
- 5.12 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.
- 5.13 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.

5.14 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 TERMS & CONDITIONS

- 1.0 Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on "AS IS WHERE IS BASIS" and "NO COMPLAINT BASIS." The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction 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 tender shall be treated as conclusive evidence of the fact that the bidder has inspected the tender Property and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the tender 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 tender including the amendments if any, prevailing at the time of tender. 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 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 deposit of Rs.50,000/-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/SD of the instant auction/tender.
- 1.9 Bids are to be made up to total estimated auction qty subject to minimum bid qty and floor price restrictions.
- 1.10 In those items where quantity available for sale is left unsold during the e auction, MMTC may at its sole discretion decide to offer remaining quantity to H1,H2,H3,H4....Hn bidders at the same rates offered by H1(Highest) bidder and such preference will be given based on the ranking of the bidders on completion of e-auction. MMTC may even sell the quantity required by H-1 bidder at H-1 price only to H-1 bidder. MMTC may also decrease/increase the quantity as indicated in the tender to be sold depending upon bid price at its sole discretion.
- 1.11 All the bidders are required to submit their online prices with minimum quantity or more up to total quantity available as mentioned item-wise in the List of Items. Online Price bids received with less than the minimum quantity will not be considered as valid bids and such bidder will not have any right to buy that item in this e-auction.
- 1.12 All the bidders are required to submit Acceptance form and Annexure-2 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.

ADDL. GENERAL MANAGER (STEEL)

05-02-2015

DETAILS OF LOT WISE ITEMS WISE LIQUID GASES

LOT NO. 1 (Liquid Oxygen)			
Item No.	Item Description	Quantity in MT (±5%) Minimum Quantity to be quoted	Lifting period (Approx)
1	Liquid Oxygen Purity (%) 99.6+ Conversion Factor 0.77 (Kg/M3)	200	UPTO 28 TH FEBRUARY 2015

LOT NO. 2 (Liquid Nitrogen)			
Item No.	Item Description	Quantity in MT (±5%) Minimum Quantity to be quoted	Lifting period (Approx)
1	Liquid Nitrogen Purity (%) 99.999 Conversion Factor 0.88 (Kg/M3)	100	UPTO 28 TH FEBRUARY 2015

LOT NO. 3 (Liquid Argon)			
Item No.	Item Description	Quantity in MT (±5%) Minimum Quantity to be quoted	Lifting period (Approx)
1	Liquid Argon Purity (%) 99.999 Conversion Factor 0.616 (Kg/M3)	50	UPTO 28 TH FEBRUARY 2015

(All the above cargo shall be subject to reconfirmation of MMTC)

PRICE BID – 1

LOT NO. 1 (Liquid Oxygen)

1	Product	Liquid Oxygen Purity (%) 99.6+ Conversion Factor 0.77 (Kg/M3)
2	Name of the Bidder	
3	Address of the Bidder	
4	Quantity (±5%)	200 MT
5	PRICE IN IRS EX-NINL PLANT BASIS	
6	Validity of price	

LOT NO. 2 (Liquid Nitrogen)

1	Product	Liquid Nitrogen Purity (%) 99.999 Conversion Factor 0.88 (Kg/M3)
2	Name of the Bidder	
3	Address of the Bidder	
4	Quantity (±5%)	100 MT
5	PRICE IN IRS EX- NINL PLANT BASIS	
6	Validity of price	

LOT NO. 3 (Liquid Argon)

1	Product	Liquid Argon Purity (%) 99.999 Conversion Factor 0.616 (Kg/M3)
2	Name of the Bidder	
3	Address of the Bidder	
4	Quantity (±5%)	50 MT
5	PRICE IN IRS EX-NINL PLANT BASIS	
6	Validity of price	

ACCEPTANCE & DECLARATION

DATE:

To,

General Manager
M/s. MMTC Limited
R. O. Bhubaneswar/ 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 **E-TENDER** 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 e-tender of **Liquid Oxygen, Liquid Nitrogen and Liquid Argon "Ex-plant and as is where is basis and on no complaint basis"** 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-TENDER** as mentioned in Tender of MMTC Limited and confirm our agreement to them.

9. We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
10. We, hereby confirm that we will honor the Bids placed by us during the **E-TENDER** process.
11. We, hereby confirm that we have changed our password to more than 8 alpha numeric characters after first log in to URL:- www.tenderwizard.com/MMTC <https://auctions.c1india.com/> and security of the password will be our responsibility.
12. We have understood the **E-TENDER** 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, attending a Mock **E-TENDER** with prior appointment is mandatory. And in an event the Mock **E-TENDER** is not attended, NO COMPLAINTS will be entertained.

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

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

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-TENDER** of **Liquid Oxygen, Liquid Nitrogen and Liquid Argon scheduled on 12th February 2015**. 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-TENDER** 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 **E-TENDER** 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-TENDER** platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the **E-TENDER** 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 **E-TENDER** 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 **E-TENDER** 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