



**A Govt. of India Enterprise**

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Tel. NO. 011-41083113/ Fax No: 011-24364106 / 011-24364105

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

**TENDER NO. MMTC/C.I.SCRAP/09/2014-15/01**

**Dt: 16TH March, 2015**

**SUB: PIG IRION RESIDUALS (Paradeep Returned) & SOLAR OIL**

MMTC Limited proposes to sell **PIG IRION RESIDUALS (Paradeep returned) & SOLAR OIL (As per Annexure – 1)** on “As is where is basis and on no complaint basis” available at NINL Plant site Duburi, Odisha through Domestic Tender subject to terms and conditions annexed hereto and as per schedule of programme given below.

**Schedule of Programme**

Inspection of Tender Property	Upto 26 <sup>th</sup> MARCH 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 (EMD and ITEMWISE DETAILS AT ANNEXURE –I)
Submission of EMD	Upto 26 <sup>th</sup> MARCH 2015 at 1600 Hrs
SUBMISSION OF TECHNICAL & PRICE BIDS	Upto 27 <sup>th</sup> MARCH 2015 at 1600 Hrs
OPENING OF TECHNICAL BID	27 <sup>th</sup> MARCH 2015 at 1630 Hrs
OPENING OF PRICE BID	30 <sup>th</sup> MARCH 2015 at 1500 Hrs

**KEY COORDINATORS**

Contact Person for Inspection of Material at Plant:

1.

**Mr. M. R. KHATAI**

**Sr. Manager(C) NINL ORISSA 06726-264032, Mob. 09437441004**

**Contact Person for Systems:**

2. **Mr. Rajesh Chowdhary ADDL.GM (Systems) MMTC, DELHI**

Mob. 09971003389 Email: [rajeshc@mmtclimited.com](mailto:rajeshc@mmtclimited.com)

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

Mob. 09650037317 Email: [nkumar@mmtclimited.com](mailto:nkumar@mmtclimited.com)

**Contact Person for Sale:**

4. **Mr. T.K.Sengupta, GM, /Mr. R.N Marandi Addl.G.M. MMTC BHUBANESHWAR**

Email: [tks@mmtclimited.com](mailto:tks@mmtclimited.com)/[rnm@mmtclimited.com](mailto:rnm@mmtclimited.com) Mob. 09437479304 /09437019341

**TENDER NO. MMTC/C.I.SCRAP/09/2014-15/01**

**Dt: 16TH March, 2015**

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

- 1 E-Tender is available on MMTC e-procurement website [URL:- https://mmtc.eproc.in](https://mmtc.eproc.in) 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](http://www.cca.gov.in)) and have to register with e-procurement portal [URL:- https://mmtc.eproc.in](https://mmtc.eproc.in) (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:- https://mmtc.eproc.in](https://mmtc.eproc.in) 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:- https://mmtc.eproc.in](https://mmtc.eproc.in) and follow the directions. In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

- 2 For any assistance on e-bidding process, please contact Mr. Mr. Rahul Sharma, Technical Support Engineer – email id [rahul.sharma@c1india.com](mailto:rahul.sharma@c1india.com), mobile phone +91-9810605992 OR Ms. Neeti Bala Chandraa email id [neeti.bala@c1india.com](mailto:neeti.bala@c1india.com), mobile phone +91-9958000492.

Earnest Money in physical form should reach us on or before closing date and time of tender.

### **BIDDERS SHALL SUBMIT THEIR OFFERS SEPARATELY IN TWO-BID FORMAT:**

#### **PART- A: TECHNICAL BID: (PHYSICAL FORM ONLY)**

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 **ADDITIONAL GENERAL MANAGER, MMTC 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) BANK GUARANTEE AS PER FORMAT OR DD PAYABLE TO MMTC LIMITED, NEW DELHI. **BG HAS TO BE COLLECTED BY THE BUYER FROM THE BANK AND SUBMITTED. SWIFT MESSAGES WILL NOT BE ACCEPTED.**
- c) MMTC 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.\*
- d) AUTHORITY LETTER IN ORIGINAL AS PER ANNEXURE – II (IF APPLICABLE )

\*NOTE:- SCANNED COPY WITHOUT SIGNATURE BY AUTHORISED REPRESENTATIVE AND WITHOUT STAMP SHALL NOT BE ACCEPTED.

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

#### **A) ELECTRONIC MODE**

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

#### **B) PHYSICAL MODE**

IN CASE, THE BIDDER FACES DIFFICULTY IN SUBMITTING PRICE BID THROUGH ELECTRONIC

MODE. THE BIDDERS ARE PERMITTED TO SUBMIT IN PHYSICAL MODE AS PER ATTACHMENT-A IN ANOTHER SEALED COVER SUPERSCRIBING "PRICE BID" ADDRESSED TO **ADDITIONAL GENERAL MANAGER, 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. **MPMC/C.I.SCRAP/09/2014-15/01 DATED 16TH MARCH, 2015**. ALL THE PAPER SHOULD BE PAGE NUMBERED AND PROPERLY STAPLED.

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. INCOMPLETE OFFER OR OFFERS RECEIVED AFTER THE CLOSING TIME AND DATE SHALL NOT BE ACCEPTED.

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.

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.

### **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 Tender 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 tender concludes. Announcements during the tender 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 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 tender 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 Tender Property at any stage from Tender 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 Tender 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 as per Annexure - I 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 Tender besides forfeiture of EMD/SD of the instant tender.
- 1.9 Bids are to be made up to total estimated tender 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 Tender, 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 Tender. 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 Acceptance form and Annexure-2 duly filled, signed & stamped.

## **2. PARTICIPATION**

The prospective bidder shall have to deposit Earnest Money Deposit (EMD) for each lot separately or for all lots as prescribed. (refer Annexure - I for Details of Tender Property for Lot-wise EMD) by Demand Draft / Pay Order / Bankers Cheque on any Scheduled / Nationalized Bank /Scheduled Co-operative Banks Drawn in favour of "**MMTC Limited**" payable at **Bhubaneswar or the amount may be deposited in MMTC Account at Bhubaneswar. CASH WILL NOT BE ACCEPTED.**

## **3. PAYMENT**

- 3.1 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.
- 3.2 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.**

- 3.3 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.
- 3.4 MMTC will receive all payments. For sales within Odisha, MMTC will issue invoice.
- 3.5 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.

#### **4. DELIVERY**

- 4.1 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.
- 4.2 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.
- 4.3 **In case a party bids for multiple lots for same items, the lifting of materials to start from the lots against which the party has quoted the highest bid and then move on to the next lowest bid lots. Defaulters will not be allowed to participate in two succeeding tenders.**
- 4.4 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.
- 4.5 While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. Items offered for sale in lot shall be delivered / lifted completely without leaving anything on the ground.
- 4.6 Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the seller. No gas cutting equipments or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of seller. The decision of the seller or his authorized representative shall be final in this regard.
- 4.7 The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses, if required, only for the items against which loading is in buyer's scope.
- 4.8 Trucks / Lorries with valid LSGP (Loading Slip cum Gate Pass) shall be allowed inside plant for loading after necessary security check between 830 Hrs. to 1030 Hrs. A route map of loading destinations shall be provided by shipping department, which would be available at Security Gate and would be provided to Truck/Lorry drivers (if required) to guide them to destinations.
- 4.9 Vehicles shall be loaded as per their carrying capacities in compliance to the provisions of MV Act.
- 4.10 Buyer / their authorized representatives / their authorized transporters shall be allowed only to NINL Sale Coordination Department, LSGP issue office, Weigh-Bridge and Invoice Office to carry out their jobs in connection with lifting of material. They will not be allowed to visit other areas of the plant site.

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

## **5. 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 Bhubaneswar. Only the courts at Bhubaneswar shall have the jurisdiction over the disputes in relation to and arising out of the work order.

**ADDL. GENERAL MANAGER**

**16-03-2015**

**ANNEXURE-1**

<b>1. Pig Iron Residuals (Paradip Returns)</b>								
SL NO	LOT NOS	UO M	Estimated Tender Qty(MT)	Lot size Qty to be quoted MT	EMD to be deposited (Rs.)	Lifting Period (Approx)	Loading by	Location of material and age of the material
1.	Lot 1	MT	8000	8000	12,00,000	Within one month	NINL	RAILWAY SIDING
			<b>8000</b>					
<b>2. SPENT SOLAR OIL</b>								
SL NO	LOT NOS	UOM	Estimated Auction Qty(MT)	Lot size Qty to be quoted (MT)	EMD to be deposited (Rs.)	Lifting Period (Approx)	Loading by	Location of material and age of the material
2.	Lot 1	MT	100	100	1,00,000	Within one month	NINL	COKE-OVEN PLANT
			<b>100</b>					

**Specification of the Spent Solar Oil is given below:**

Naphthalene Oil.....32.87%

Benzolate Oil .....3.98%

Moisture Content.... 0.26%

Sp. Gravity ..... 0.903

TENDER NO.: MMTC/C.I.SCRAP/09/2014-15/01 DATED 16TH MARCH, 2015

PRICE BID

		<b>8,000 MT (+ upto 5% at Seller's Option) Pig Iron Residuals (Paradip Returns)</b>
1	Name of the Bidder	
2	Address of the Bidder	
3.	QUOTED QUANTITY	
4.	Price in Rs. Ex-NINL Plant	

Validity of price up to 1730 HRS (IST) of 7<sup>TH</sup> APRIL 2015 or As per Corrigendum/  
Addendum issued, if any.

Signature of the bidder  
Name  
Designation



TENDER NO.: MMTTC/C.I.SCRAP/09/2014-15/01 DATED 16TH MARCH, 2015

PRICE BID

		100 MT (+ upto 5% at Seller's Option) <b>Spent Solar Oil</b>
1	Name of the Bidder	
2	Address of the Bidder	
3.	QUOTED QUANTITY	
4.	Price in Rs. Ex-NINL Plant	

Validity of price up to 1730 HRS (IST) of 7<sup>TH</sup> APRIL 2015 or As per Corrigendum/  
Addendum issued, if any.

Signature of the bidder  
Name  
Designation

## 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 physical Tender 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 physical Tender for sale of PIG IRON RESIDUAL (Paradeep returned) & SOLAR OIL.
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 TENDER 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 Tender including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.
6. The undersigned is authorized representative of the company.
7. We have studied the Commercial Terms and conditions governing the physical Tender as mentioned in Tender of MMTC Limited and confirm our agreement to them.

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

9. We have understood the Tender process & will be responsible for filing bids.

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 Physical Tender: YES/NO : \_\_\_\_\_

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 **Pig Iron Residuals (Paradip Returns) and Spent Solar Oil** scheduled on **30th March 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-auction 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 e-tender 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://mmtc.eproc.in> <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*