



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: abhay@mmtclimited.com

E-Auction TENDER NO. MMTC/STEEL/EA/C TAR10//2016-17/06 Dtd: 3rd August, 2016

E-Auction of 1800 MTs Coal Tar

MMTC Limited will sell NINL Coal Tar (as per ANNEXURE-II) **“ON EX-PLANT BASIS and ON NO COMPLAINT BASIS”** at Duburi, Orissa through Online Auction subject to terms and conditions annexed hereto and as per schedule of programme given below: -

Inspection of Auction Item	upto <u>16th August, 2016 (Tuesday)</u> during working day (0800Hrs to1630 Hrs)
Venue of Inspection	NEELACHAL ISPAT NIGAM LIMITED Kalinga Nagar Industrial Complex, Duburi, Dist.-Jaipur, Orissa
EMD Details	RTGS/DD favouring “MMTC LIMITED” Payable at Bhubaneshwar/Kolkata (EMD and ITEMWISE DETAILS AT ANNEXURE –II)
Submission of EMD	On <u>17th August,2016 (Wednesday)</u> upto 1600 Hrs
On-Line Auction Date & Time	<u>On 22nd August , 2016 (Monday)</u> Sl. No. 1 to 11 - 1030 HRS TO 1230 HRS for all lots Sl. No. 12 to 21 - 1430 HRS TO 1630 HRS for all lots/items

Online Auction Platform and Support Services Provided By:

C1 India Pvt. Ltd., C-104, Sector 2, Noida-201301, U.P.

Tel: +91-120-4746 800 **Fax:** +91-120-4746 810 Auction Web Site: -

<https://auctions.c1india.com>

Contact Person for E-Auction Technical Support:

1. Ms. Neeti Bala Chandraa, Email : neeti.bala@c1india.com Cell +91 9958000492
2. Mr. Mukesh Kumar, Email : mukesh.kumar@c1india.com Cell +91 9560833122

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

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

MMTC LIMITED, Core No. 1, SCOPE Complex, Lodhi Road, New Delhi- 110003.

KEY COORDINATORS

Contact Person for Inspection of Material at NINL Plant:

1. Mr. P K Ray, Asst. Mgr. (C) NINL ORISSA 06726-264032, Mob. 09937365470
Mr. Saroj Das, Sr. Manager (SC) Mob. 09861064169

Contact Person for Sale at MMTC Bhubaneswar:

2. Mr. T.K.Sengupta,CGM, Mob. 09437479304 Email: tkl@mmtclimited.com
3. Mr. R.N Marandi Addl.G.M. Mob. 09437019341 Email: rnm@mmtclimited.com

Contact Person for Sale at MMTC Kolkata:

4. Mr. A HEMBRAM, Addl.G.M. Mob. 09830155721 Email: ahembram@mmtclimited.com

Contact Person for any problem related to e-auction services at MMTC Delhi:

5. Mr. Rajesh Chaudhary Addl.GM (Sys) Mob. 09971003389 Email: rajeshc@mmtclimited.com
6. Narendra Kumar Manager (Sys) Mob. 09650037317 Email: nkumar@mmtclimited.com

TERMS & CONDITIONS OF THE ONLINE AUCTION

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.

GENERAL TERMS & CONDITIONS

- 1.0 Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER **“ON EX-PLANT BASIS for NINL COAL TAR 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.

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 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

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.

- 1.7 EMD will be in a lump sum equal to quantity @ **Rs.2,000/- PMT** for Crude Coal Tar and SHALL NOT CARRY INTEREST. Tender fee (non refundable) as indicated in **Annexure 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 fulfil 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 quantity subject to minimum bid quantity 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 as per (**Annexure-I**) duly filled, signed & stamped.

NOTE:-Class III Digital Signature Certificate (DSC) is mandatory to participate in e-Auctions/ e-Tendering. Participating bidders have to make sure that they have the valid DSC in their name. If not, they can procure from any of the RAs approved by CCA. Minimum time to procure DSC is 5 working days.

PARTICIPATION

The prospective bidder has to register with the **M/s C1 India(Annexure'A')**. The prospective bidder shall have to deposit Earnest Money Deposit (EMD) for each lot separately or for all lots as prescribed (**refer Annexure –'I' & 'II'** for Details of Auction 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 **Bhubaneshwar/Kolkata or the amount may be deposited in MMTC Account at Bhubaneshwar/Kolkata. CASH WILL NOT BE ACCEPTED.** On payment of EMD, seller / M/s C1 India will activate the User – Identity to enter into website M/s C1 India. Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password.

2.1 TRAINING:

In case of any technical clarifications or for training, interested parties may contact M/s C1 India, as per details given on page 1 & 2 of his tender document.

3.0 CONDITIONS APPLICABLE TO “ONLINE” AUCTION METHOD OF BIDDING.

- 3.1 **Validity:** The Online auction bidders and Tender bidders must keep their bids valid for a period of 15 days from the date of closing of e-Auction excluding the date of closing. In case the 15th day falls on a holiday or remains closed for the seller, such Bids will be deemed to be automatically extended to be valid up to the next working day of seller.
- 3.2 **Time Extension:** If any market-leading bid (bid higher than the highest at the point in time) is received within the last 05 minutes of closing time, the time will be extended automatically by 05 minutes.
- 3.3 **Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. Bidders may please note that in the event of a manual bid amount matching that of an auto bid, the Auto bid will prevail and be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid. Bidders will be placing bids for different quantities. Auction room in the website will display only the highest bid amount on the right hand side and the quantities WILL NOT BE DISPLAYED. (For other items).

4.0 Payment

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

- 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** In case a party bids for multiple lots for same items, the lifting of materials to start from the lots against which the party has quoted the highest bid and then move on to the next lowest bid lots. Defaulters will not be allowed to participate in two succeeding tenders.
- 5.4** In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.
- 5.5** While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. Items offered for sale in lot shall be delivered / lifted completely without leaving anything on the ground.
- 5.6** 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.
- 5.7** 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.
- 5.8** 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.
- 5.9** Vehicles shall be loaded as per their carrying capacities in compliance to the provisions of MV Act.
- 5.10** 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.
- 5.11** 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.

- 5.12 Determination of Weight:** The weight of the Materials delivered on ex-plant basis shall be as per NINL Weighment Scale.
- 5.13** 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.
- 5.14** 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.
- 5.15** 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.
- 5.16** 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.

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.

(ABHAY KUMAR)
Addl. GENERAL MANAGER (STEEL)
3rd August, 2016

ANNEXURE - I

ACCEPTANCE & DECLARATION

DATE: _____

To,
Chief General Manager/ADDL.GM (Steel)
M/s. MMTC Limited
Alok Bharati Complex, 7th Floor, Sahid Nagar, Bhubaneswar – 751007
Dear Sirs,

1. We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the online auction catalogue 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 **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 catalogue 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 **C1 India Pvt. Limited** shall be making the announcements of correction with the consent and knowledge of the seller and **C1 India Pvt. Limited** 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

Specification of Coal Tar: Moist: 5% (Max), SP Gravity: 1.15 – 1.2, Pitch: 52-55%.

A Lot No. 1 to 11 From 1030 Hrs to 1230 Hrs E Auction on 3rd August 2016

SLNO	LOT NOS	UOM	Estimated Auction Qty(MT)	Lot size Qty to be quoted (MT)	EMD to be deposited (Rs.)	Tender fee (Non refundable)	Lifting Period (Approx)
1	Lot 1	MT	100	100	2,00,000	500	Within 15 days
2	Lot 2	MT	100	100	2,00,000	500	
3	Lot 3	MT	100	100	2,00,000	500	
4	Lot 4	MT	100	100	2,00,000	500	
5	Lot 5	MT	100	100	2,00,000	500	
6	Lot 6	MT	100	100	2,00,000	500	
7	Lot 7	MT	100	100	2,00,000	500	
8	Lot 8	MT	50	50	1,00,000	500	
9	Lot 9	MT	50	50	1,00,000	500	
10	Lot 10	MT	50	50	1,00,000	500	
11	Lot 11	MT	50	50	1,00,000	500	

B Lot No. 12 to 21 From 1430 Hrs to 1630 Hrs. E Auction on 3rd August 2016

12	Lot 12	MT	50	50	1,00,000	500	Within 15 days
13	Lot 13	MT	50	50	1,00,000	500	
14	Lot 14	MT	100	100	2,00,000	500	
15	Lot 15	MT	100	100	2,00,000	500	
16	Lot 16	MT	100	100	2,00,000	500	
17	Lot 17	MT	100	100	2,00,000	500	
18	Lot 18	MT	100	100	2,00,000	500	
19	Lot 19	MT	100	100	2,00,000	500	
20	Lot 20	MT	100	100	2,00,000	500	
21	Lot 21	MT	100	100	2,00,000	500	

Note The Price bid increment will be Rs.100/-PMT for all above lots

ANNEXURE- A

To

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

Sub: Agreement to the Online Bidding Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the E-Auction of **Coal Tar** scheduled on **3rd August, 2016**. This letter is to confirm that:-

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and conditions governing the E-Auction as mentioned in Tender of MMTC Limited and confirm our agreement to them.
3. We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
4. We confirm that MMTC Limited and **C1 India Pvt. Limited** shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.
5. We understand that in the event we are not able to access the auction site, we may authorize **C1 India Pvt. Limited** to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either MMTC Limited or **C1 India Pvt. Limited** regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
6. I/we do understand that **C1 India Pvt. Limited** may bid on behalf of other bidders as well in case of above mentioned exigencies.
7. We, hereby confirm that we will honor the Bids placed by us during the auction process.
8. We, hereby confirm that we have changed our password to more than 8 alpha numeric characters after first log in to <https://auctions.c1india.com> and security of the password will be our responsibility.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

Sign this document and Fax at 91-120-4746 810 / 91-11-23464106