### Auction Details

<table>
<thead>
<tr>
<th>Auction No</th>
<th>MSTC/HO/MOIL LIMITED/9/NAGPUR/15-16/6471</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opening Date &amp; Time</td>
<td>11-08-2015 13:00:00</td>
</tr>
<tr>
<td>Closing Date &amp; Time</td>
<td>Scheduled Time 11-08-2015 15:00:00 HRS Closed At 11-08-2015 15:00:00 HRS</td>
</tr>
<tr>
<td>Inspection From Date</td>
<td>30-07-2015</td>
</tr>
<tr>
<td>Inspection Closing Date</td>
<td>06-08-2015</td>
</tr>
</tbody>
</table>

### Seller Details

<table>
<thead>
<tr>
<th>Seller /Company Name</th>
<th>MOIL LIMITED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>NAGPUR</td>
</tr>
<tr>
<td>Street</td>
<td>MOIL BHAVAN ; 1A KATOL ROAD ; MOIL CHOWK</td>
</tr>
<tr>
<td>City</td>
<td>NAGPUR-440013</td>
</tr>
<tr>
<td>Country</td>
<td>INDIA</td>
</tr>
<tr>
<td>Telephone</td>
<td>0712-2591850</td>
</tr>
<tr>
<td>Fax</td>
<td>0712-2590644</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:esales@moil.nic.in">esales@moil.nic.in</a></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Madhav Kinkhede, SR.DGM(Mktg)</td>
</tr>
</tbody>
</table>

### Special Terms & Conditions

**LAST DATE OF SUBMISSION OF EMD: 10/08/2015 UPTO 04:00 PM**

**PAYMENT OF EMD: BY DEMAND DRAFT/RTGS**

**DATE AND TIME OF E-AUCTION: AS ABOVE**

PAYMENT OF EMD BY DEMAND DRAFT in favour of MSTC LIMITED payable at Kolkata drawn on any scheduled bank. The Bank details, format etc for sending EMD by RTGS to MSTC is detailed below.

**BANK DETAILS**

Axis Bank, Shakespeare Sarani Br
Account Details
AXIS BANK A/c.No.005010200057840
IFSC Code No:UTIB0000005

THE BIDDERS ARE REQUESTED TO COMMUNICATE THE UTR NO AND A CERTIFICATE IN BANK’S LETTERHEAD MENTIONING UTR No., AMOUNT, No. OF THE ACCOUNT DEBITED, NAME OF THE REMITTER AND PAN No. OF THE REMITTER BY FAX OR EMAIL WITHIN THE LAST WORKING DAY BEFORE THE DATE OF AUCTION TO GET IT CREDITED TO THEIR EMD ACCOUNT.

(FAX No. 033- 22831002.)

---

### LOT NAME

<table>
<thead>
<tr>
<th>LOT NAME</th>
<th>Grade Description</th>
<th>LOT NO</th>
<th>QUANTITY</th>
<th>MODE OF DESPATCH</th>
</tr>
</thead>
<tbody>
<tr>
<td>SM GRADE MANGANESE ORE</td>
<td>BLL504 Chemical : Mn. - 20%; P-0.55%; Fe - 7%; SiO2 - 55%. Physical : +25mm-20%; +10mm-45%; +6mm-17%; +3mm-9%, -3mm-9%.</td>
<td>1</td>
<td>2840.00 MT</td>
<td>ROAD</td>
</tr>
<tr>
<td>SM GRADE MANGANESE ORE</td>
<td>BGL509 Chemical : Mn. -20%; P-0.1%; Fe -3.25%; SiO2 - 58%. Physical : +10mm-91%; +6mm-4%; +3mm-2%; -3mm-3%.</td>
<td>2</td>
<td>2120.00 MT</td>
<td>RAIL/ROAD</td>
</tr>
<tr>
<td>SM GRADE MANGANESE ORE</td>
<td>BGL510 Chemical : Mn. -20%; P-0.1%; Fe -3.75%; SiO2 - 56%. Physical : +6mm-25%; +3mm-12%; -3mm-63%.</td>
<td>3</td>
<td>5440.00 MT</td>
<td>RAIL/ROAD</td>
</tr>
<tr>
<td>SM GRADE MANGANESE ORE</td>
<td>TDL469 Chemical : Mn. -20%; P-0.35%; Fe -8%; SiO2 - 55%. Physical +10mm-65%; +6mm-20%; +3mm-10%; -3mm-5%.</td>
<td>4</td>
<td>2480.00 MT</td>
<td>RAIL/ROAD</td>
</tr>
<tr>
<td>SM GRADE MANGANESE ORE</td>
<td>UKL471 Chemical : Mn. -20%; P-0.35%; Fe -8%; SiO2 - 55%. Physical +10mm-60%; +6mm-21%; +3mm-13%; -3mm-6%.</td>
<td>5</td>
<td>5140.00 MT</td>
<td>ROAD</td>
</tr>
</tbody>
</table>

**Total No of Lots = 05**
Email ids:
   i) rpradhan@mstcindia.co.in
   ii) rksingh@mstcindia.co.in

Bidders may please note that the EMD should be deposited by debiting the account of the bidder only; EMD deposited from or by debiting any other party’s account will not be accepted.

MATERIAL DESCRIPTION AS ABOVE

SCOPE OF WORK

NOTE:
1. QUANTITY TOLERANCE +/- 5%.
2. THE ABOVE MATERIAL ARE OFFERED ON FOR MINE SIDING BASIS
3. THE MODE OF DESPATCH SHALL BE RAKE/ROAD.
4. THE MODE OF DESPATCH SHALL BE ROAD ONLY FOR BELDONGR &
   UKWA MINES.
5. BIDDERS CAN BID FOR LOTS OF 20 MT. IN CASE BIDDERS INTEND TO TAKE
   THE QUANTITY BY RAKE, THE NORMAL RAKE QUANTITY SHALL BE 2800 MT.
   THE BIDDERS HAS TO ENSURE THAT HE SUCCESSFULLY BIDS FOR 140 UNITS
   (140 UNITS X 20 MT = 2800 MT) FROM ANY OF THE OFFERED QUANTITY IN THIS
   AUCTION, ELSE HE MAY HAVE TO PAY PENALTY TO RAILWAYS FOR
   DISPATCH FOR LESS QUANTITY.
6. IN CASE BIDDER HAVE ALREADY ENTERED IN CONTRACT FROM
   BALAGHAT & TIRODI MINES ORE AND INTENTS TO LIFT THE ORE BY RAIL,
   THAN THE BIDDER MAY CLUB THE EXISTING CONTRACTED QUANTITY OF
   RESPECTIVE MINES WITH THE BIDDED QUANTITY TO FORM A RAKE LOAD.
7. WHILE MAKING THE PAYMENT BEFORE ISSUE OF DO THE SUCCESSFUL
   BIDDER HAS TO INFORM THE MODE OF DISPATCH.
8. In Case the successful bidder lifts the quantity by Rail, in that case the terms
   of e-sales shall be applicable for Rail dispatch. In Case the successful bidder
   lifts the quantity by Road, in that case the terms of e-sales shall be applicable
   for Road dispatch.

The bid value shall be the basic price of the material exclusive of all applicable levies
namely royalty, sales taxes, LBT & duties etc. in Rs/MT.

EMD FOR LOT NO. 1 to 5 : Rs. 350/- PER MT

MINIMUM QUANTITY TO QUOTE FOR ALL LOTS THEREAFTER MULTIPLES OF 20 MT : 20 MT RESPECTIVELY

NOTE: 1 UNIT=20 MT.
NOTE: 1 RAKE = 2800 MT.

Bid Increment during e-auction

<table>
<thead>
<tr>
<th>SI No</th>
<th>Description of Items</th>
<th>Normal Bid Increment</th>
<th>Bid Increment During extension period (Rs PMT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>SM Grade (1 to 5)</td>
<td>Rs.100/PMT</td>
<td>Rs.200/PMT</td>
</tr>
</tbody>
</table>

PAYMENT OF Security Deposit: BY DEMAND DRAFT within 8(eight days) from the date of e-auction excluding the day of auction, at MOIL Nagpur.

Successful bidders are to submit Non interest bearing security deposit for Lots as mention below and the SD will be equivalent to the percentage of the material value to be deposited at MOIL Nagpur within stipulated payment period. Pre bid EMD of successful bidder shall be automatically converted into Security Deposit. The successful bidder shall have to pay rest of the SD amount of the material value after adjustment of pre-bid EMD.
Lot No. | Security Deposit (SD) in %
--- | ---
1 to 5 | 14 %

**PAYMENT OF BALANCE MATERIAL VALUE:** BY DEMAND DRAFT / LC with in 8(eight days) from the date of e-auction excluding the day of auction, at MOIL Nagpur. It will be the responsibility of buyer to ensure that the payments / opening of L.C. are promptly done within 8 days, excluding the day of auction, at MOIL Nagpur, however payments / L. C. shall be accepted, if the last date is closed holiday or strike, then up to next working day. After this date, as the case may be, no payments/ L. C. will be accepted for issue of Delivery Orders.

1. MOIL Limited (Formerly Manganese Ore (India) Ltd.) who are owner/seller of Manganese Ore, is hereinafter referred to as “Seller” or Principal or “MOIL” and MSTC Ltd, the service provider to conduct e-auction as, “MSTC”.

2. Manganese Ore etc offered for sale through e-Auction is open to all, consumers and non-consumers alike and whether they have linkage or not. Bidders can not bid for exporting the items as they are not meant for Export.

3. MOIL wishes to offer the materials as mentioned in catalogue for immediate sale FOR MOIL Mine Siding basis through online forward auction process.

4. Last date of submission of Pre Bid EMD: upto 4 p.m. of last working day before the date of e-auction. Bidders sending Pre Bid EMD by post/courier, may do so at their own risk. MSTC/MOIL will not be responsible for any postal delay or loss and will not accept any claim on that account.

5. Auction Date: As above.
   Auction Start Time: As above.

6. All those intending to participate in the Online Forward Auction would be required to submit Pre Bid EMD to M/S MSTC, 225-F, 2ND Floor, AJC Bose Road, Kolkata, 700 020 or any other office of MSTC within the last date and time of submission of Pre Bid EMD.

**Pre Bid EMD:**

Non Interest bearing Pre-Bid Earnest Money Deposit as mentioned above in the form of Demand Draft / Pay Order drawn on any schedule/nationalized bank in favour of “MSTC Ltd”, payable at Kolkata. Also customers can deposit Pre Bid EMD by RTGS.

MSTC Ltd will activate user ID and password of such eligible bidder.

Alternatively, Bidders can deposit EMD through RTGS. RTGS details of MSTC is as follows:

**BANK DETAILS**
Axis Bank, Shakespeare Sarani Br
Account Details
AXIS BANK A/c.No.005010200057840
IFSC Code No:UTIB0000005

THE BIDDERS SHOULD INTIMATE THE DETAIL OF LOTS IN WHICH THEY ARE INTERESTED TO BID ALONG WITH THE UTR NO AND A CERTIFICATE IN BANK S LETTERHEAD MENTIONING UTR No., AMOUNT, No. OF THE ACCOUNT DEBITED, NAME OF THE REMITTER AND PAN No. OF THE REMITTER BY FAX OR EMAIL WITHIN THE LAST WORKING DAY BEFORE THE DATE OF AUCTION TO GET IT CREDITED TO THEIR EMD ACCOUNT. (FAX No. 033- 22831002.)

Email id: rpradhan@mstcindia.co.in (Shri R K Pradhan, Manager (F&A): Phone: 033 - 2289 5064, Fax: 033 – 2283 1002)
Bidders may please note that the EMD should be deposited by debiting the account of the bidder only; EMD deposited from or by debiting any other party’s account will not be accepted.

Earnest money has to be deposited at MSTC’s KOLKATA office at 225-F, 2nd FLOOR, A J C BOSE ROAD, KOLKATA 700 020 under intimation to the office of Sr.Dy. General Manager (Marketing) MOIL Nagpur at the following address. Sr.Dy. General Manager (Marketing), MOIL LTD. , MOIL BHAVAN ; 1A KATOL ROAD ; MOIL CHOWK, Nagpur – 440 013.

**Security Deposit**

Successful bidders are to submit Non interest bearing security deposit for Lots as mention below and the SD will be equivalent to the percentage of the material value to be deposited at MOIL Nagpur within stipulated payment period. Pre bid EMD of successful bidder shall be automatically converted into Security Deposit. The successful bidder shall have to pay rest of the SD amount of the material value after adjustment of pre-bid EMD. The SD amount shall be refunded after adjusting the final bill / any other dues payable to MOIL.

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Security Deposit (SD) in %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 5</td>
<td>14 %</td>
</tr>
</tbody>
</table>

7. **FLOOR PRICE:** MOIL will fix floor price for material of each lot being offered under auction. The floor price will be in terms of Rupees per MT for base price only. Other charges/statutory levies, taxes etc. will be chargeable extra on actual basis and will not be part of either floor price or bid price.

8. Before actual participation, the bidders may obtain necessary help from MSTC so as to enable them to participate in the online forward auction process without any difficulty.

9. If for any reasons beyond the control of MOIL all the materials offered through the online forward auction or part thereof cannot be delivered by MOIL, the liability of MOIL will be limited only to refund of proportionate amount paid by the customer as applicable for the quantity not delivered and EMD / SD for the subject lot.

10. The sale of materials shall be governed by e-auction notice, Special terms and conditions and General Terms and Conditions of sale from MOIL for sale through online e-auction. However, the Auction Notice, Special terms & conditions will supersede any similar clause laid out in GTC.

11. However, placing a bid on the service providers platform and being allocated by the system does not entitle the bidder on any rights on the material. MOIL reserves the right to cancel or reject any or all bids without assigning any reason whatsoever and the decision of MOIL in this regard shall be final and binding. MOIL reserves the right to withdraw from the sale after advertising, Auction or after issue of sale offer of any quantity of the material without assigning any reasons thereof to the bidder and customer. MOIL will not be responsible for any damages/loss what so ever to the bidder and customer on account of such withdrawal.

The e-auction will be conducted through the site www.mstcecommerce.com. Auction document containing terms and conditions of the auction may be obtained/downloaded from any of the following websites: www.moil.nic.in, www.mstcecommerce.com and www.mstcindia.co.in.

12. Only those buyers who shall register themselves with MSTC as per specified guidelines for registration, displayed on MSTC website www.mstcecommerce.com and have deposited EMD as per terms given herein, shall be eligible to participate.

13. **Taxes & Duties, Levies, Royalty, LBT, VAT etc.:**

   a) For domestic buyers outside the state of Maharashtra / MP, concessional sales tax, as applicable (Presently @ 2%) would be charged against C-Form which has to be submitted within the prescribed time as per the Sale Tax Act.

   In addition to the above buyers shall keep 2% value of materials with seller towards security deposit for Sales Tax till sale tax assessment is over.
For Domestic buyers outside the state of Maharashtra / MP, in absence of ‘C’ form, full rate of Sale tax, as applicable (Presently @5%) would be charged. In case of concessional Sales Tax benefit to the buyer for inter-state transactions, buyer will submit necessary “C” Form to MOIL failing which MOIL will debit the buyer’s additional amount of Sale Tax. No delay on this account will be entertained.

b) For the domestic buyer within the state the applicable sales tax (VAT) shall be levied (Presently @5%) on the total value of material for manufacturer.

If there is any changes in the rate of taxes, Duties, Levies, royalty, sales tax, VAT, Madhya Pradesh Gramin Avsanrachana Tatha Sadak Vikas tax, etc. the same shall be at the cost of the buyers.

c) Rebate for Labour Welfare Cess will be applicable from time to time will be allowed to the buyer which will be deducted from the bill raised by the seller.

d) The Madhya Pradesh Government, vide Madhya Pradesh Gramin Avsanrachana Tatha Sadak Vikas Adhiniyam, 2005 (No.7 of 2005) has imposed an additional Tax @ 5% of sale price. Hence, for despatches made from Madhya Pradesh, there will be an additional Tax over and above the other Taxes, Duties, Levies, Royalty etc. payable by the customer.

e) MOIL shall charge Royalty as applicable on date of dispatch (Presently @ 5% on the basic value.)

f) Excise duty/LBT- Presently not applicable, however if applicable at a later date the same shall be extra as applicable.

The material for sale will be done FOR MOIL Mine siding basis within the contract period. The mode of dispatch will be “BY ROAD / RAIL”. In case of Rail subject to availability of Rakes, which are to be arranged solely by the successful bidder. However the indicative specification of Manganese Ore is as per catalogue.

15. None of the above lots are meant for Export.

16. If any goods for which release order/delivery order is issued and could not be delivered to the SB within the stipulated time, either in full or in part due to reasons attributable to MOIL, MOIL may extended the date fixed for removal of the goods for a period as deemed fit. MOIL also reserve the right to sell the surplus available quantity, if any, within the stipulated period or during the extended period to any of the parties who participated in the e-auction at the H1 rate and other applicable terms and conditions. Any decision in this regard shall be the sole discretion of MOIL which cannot be challenged.

17. RATE:

Best rate is to be quoted online on MSTC site per MT basis on FOR MOIL Mine Siding basis, exclusive of Royalty, Sales Tax, and other applicable levies. Applicable taxes and duties during the pendancy of the contract including Royalty, sales tax, etc will be charged extra as ruling on the date of despatch. Any increase/decrease in taxes, Royalty, etc or imposition of any new duties & taxes by Statutory Authorities would be on the account of SBs and payable by the SBs.

18. INTIMATION OF AUCTION RESULTS:

i) After closure of e-Auction, a system generated automatic sale intimation letter will be issued through e-mail to the successful bidders by MSTC, advising them to deposit full value along with other charges within stipulated time. It must be clearly understood that value will have to be deposited within stipulated time counted from the next date of closing of e-auction and not from the date of intimation letter. SBs must check the result / status of their bid from MSTC website. Non receipt or delay in receipt of sale intimation letter by e-mail for any reason whatsoever will not confer upon SB any right to retract his bid and EMD shall be forfeited in such a case.

ii) The auction of MANGANESE ORE is being done for specific grade. No refusal, after acceptance of bid, will be entertained for bided MANGANESE ORE.
iii) Successful bidder would approach MOIL HQ with Photo ID issued by MSTC along with payment. Copy of Income tax PAN Card will also be considered as an identity. MOIL will issue him Release order/Rail consent. Release order / Rail consent will be issued next day of submitting value i.e. after Demand draft is credited in MOIL’s account. In case, instead of SB himself, he sends his representative for the purpose, the representative should carry an Authority Letter issued by the Photo ID card holder along with photo ID of SB or notarized copy of photo ID.

iv) However, placing bid on the e-auction platform and being allocated by the system does not confer the bidder any rights on the material. MOIL / MSTC reserve the right to cancel or reject any or all bids without assigning any reason whatsoever and the decision of MOIL / MSTC in this regard shall be final and binding. MOIL / MSTC reserves the right to withdraw from the sale after advertising, e-auction, after issue of sale intimation letter / after issue of delivery order or at any stage, any quantity of the material without assigning any reasons thereof. MOIL / MSTC shall not be responsible for any compensation / damages / loss what so ever to the bidder and customer on account of such withdrawal / cancellation.”

19. BIDDING PROCESS:

(i) Bidders have to bid separately for each item source/size/gradewise for delivery through rail / road mode for base price only.

Each Bidder can bid upto a maximum quantity equivalent to EMD submitted by the bidder.

(ii) For the lots having mode of dispatch as Rake Bidders are to bid minimum 1 RAKE and thereafter in multiples of 1 RAKE. In case of Road bidders are to bid minimum of 20 MT and thereafter in multiples of 20 MT.

For Road Dispatch 1 Unit = 20 MT and for Rail Dispatch 1 rake=2800 MT.

(iii) Auction period will normally be of 2(two) hours duration (flexible) subject to automatic extension. Date and time of e-auction is mentioned in the catalogue. If any valid bid is received less than 05 minutes before closing time, closing time will automatically extend up to last bid time plus 05 minutes, thus giving enough opportunity to others to revise their bids on that item. The process will continue. The auction will close at a time when there will be no bid for consecutive five minutes. While during normal auction hours, bidders can increase bid minimum by Rs.100/- (one hundred)/MT but during extension time of auction bid has to be increased by minimum Rs. 200/- (two hundred)/MT.

(iv) MOIL reserve the right to accept or reject any bid without assigning any reason and no claim/dispute whatsoever shall be admissible.

METHODOLOGY FOR ALLOCATION OF QUANTITY: Allocation of quantity will be carried out by the e-auction software on descending order of bid price on following basis:

a) First preference is given to highest bid price.

b) If two or more parties bid for the same price then preference for allocation is given to party that placed the bid earlier irrespective of quantity.

c) Bidders may be allotted less quantity depending on allocation by system. For removal of doubts, it is clarified that a bidder may be allocated any quantity less than his bid quantity depending upon the allocation methodology of the system and such allocated quantity will be binding on the bidder.

20. FORFEITURE OF EMD:

The EMD / SD submitted by the successful bidder will be liable for forfeiture in following cases:

i. If after the auction, successful bidder fails to submit security deposit as mentioned above of the material value within the stipulated time. The Pre EMD equivalent to the total quantity allotted shall be forfeited.

ii. If after the auction, successful bidder fails to make full financial arrangement for 105% material value and other charges within the stipulated time. The Pre EMD equivalent to the total quantity allotted shall be forfeited.

iii. If after making necessary payment / opening irrevocable letter of credit for material value and other charges, bidder fails to lift atleast 95% material in case of delivery by road or fails to
take delivery within stipulated period or requests for cancellation of order. The Pre EMD equivalent to the unlifted quantity upto 95% of the allotted shall be forfeited.

iv. If any of the documents submitted by him e.g. CST form, sales tax registration certificate, etc. are not found in order, the pre bid EMD shall be forfeited.

Above forfeiture shall be on lot basis. Each lot will be treated as an independent contract and will be bound by the terms & conditions specified in the catalogue. No interest shall be payable on EMD / SD.

21. TERMS OF PAYMENT:

21.1 Payment for lifting of material:
The mode of payment will be either advance or through the Letter of Credit, with all Bank charges on openers’ account.

The successful bidders shall be required to deposit non- interest bearing payment covering full value of 105% of the material within 8 days, excluding the day of e-auction, at MOIL Nagpur.

All payments towards material value, taxes, levies, etc are to be made in the form of DD/PO in favour of “MOIL Limited” (Formerly Manganese Ore (India) Ltd.)drawn on a Nationalised / Scheduled Bank except co-operative bank payable at Nagpur or a bank acceptable to MOIL and are to be deposited with MOIL Nagpur. Bank collection charges, if applicable shall be borne by the successful bidders.

Alternatively, Successful Bidder may also deposit over R.T.G.S. as per details.
RTGS Code No. : IBKL0000041
Banker’s Name : IDBI Bank Ltd.
MOIL Bank A / c No. : 04110200018027
Beneficiary : MOIL Ltd.
Bank Address : Gupta House, Civil Line, Nagpur

OR

Wherever the mode of payment through L. C. is also acceptable the SB will open a confirmed, irrevocable letter of credit payable at sight of any Nationalised / Scheduled Bank except co-operative bank payable at Nagpur or a bank acceptable to MOIL for covering full value of the material within 8 days, excluding the day of e-auction, at MOIL Nagpur.

All payments towards material value, taxes, levies, etc are to be covered in the LC open by the SB. L/C should have validity of at least 90 days from the date of closure of the auction. L/C proforma is to be obtained from MOIL. All bank charges and delayed payment interest @15% per annum shall be to opener’s account.

The following documents will be presented to the Bank for release of payment:-

a) Seller’s invoices in triplicate.
b) A statement showing particulars of dispatches for the quantities shown in the invoice as in (a) above.

21.2 Interest:

If payment through L.C (letter of credit) in such case default or delay in payment for whatsoever reason, interest for the delayed period shall be payable by the SB at the rate of 15% per annum.

21.3 Supplies are moved by road:-

A statement showing particulars of dispatches for the quantities shown in the invoice, giving lorry number and date of dispatch and actual weight.

Failure to deposit payments:

i) Failure to deposit any or all of the above payments within the stipulated period will result in termination of contract without any notice to the successful bidder (SB) and forfeiture of Pre bid EMD as the case may be.
ii) In case of 2 “successive” or “any” default in payment, or non opening of an irrevocable Letter of Credit, failure to lift material or take delivery of material within stipulated period or request for cancellation of order, apart from forfeiture of EMD, MOIL shall also debar the defaulter (on the second time failure) from participating in the next 2 forthcoming e-auctions. However, thereafter if he still fails, MOIL reserves the right to debar the defaulter from participating in e-auction for such period as decided by MOIL management. However, in case party fails for the third time also, i.e. after the debarring twice from participation, in such case the party will be allowed to participate after obtaining approval from the Company. MSTC should inform MOIL in advance, in such cases.

22. MODE OF DISPATCH:

22.1 In case of Rail:

Indent with railways shall be registered immediately by MOIL on behalf of SB after the readiness of materials.

MOIL shall not be responsible for non placement of rakes by the railways.

After fulfilling all commercial formalities within the specified time as mentioned in the catalogue by the successful bidder if MOIL could not place indent within the contract period, MOIL will refund the SD and material value which has been deposited by SB to MOIL for the concerned lot.

SB has to lift the minimum quantity against each of the concerned lot or each rake load as per weighment in Railway receipt (RR) as per actuals. Applicable railway freight is to be deposited by the SBs prior to placement of wagons by Demand Drafts favouring FA & CAO, S.E. Rly. Nagpur. If the SB fails to deposit the railway freight before placement of wagons the material shall be booked / dispatched on “Freight to Pay” basis. Apart from the railway freight the SBs have to bear per trip siding charges on actual basis. Indent registration fees as well cancellation charges if any to be borne by SB.

SBs shall be responsible for canceling any pending indents for railway rakes after the completion of the contract period and in that case necessary cancellation charges has to be borne by the SB.

The SB has to ensure that all the pollution norms/Forest Rules as applicable in the State during loading and transportation are followed. For any violation of pollution norms/Forest Rules by the SB, MOIL can’t be held responsible on any account in this regard.

Railway Penalty :

MOIL will be loading as per the carrying capacity of wagons based on weighment carried out on Railway Weigh Bridge or Weight Volume Ratio as the case may be and will not be responsible for payment of any penalties for excess loading, if it is found by the Railway, based on any other Weighbridge than located at MOIL’s siding/ MOIL’s on line weighbridge. In case of any penalties or punitive charges levied by Railway for overloading / underloading during re-weighment enroute or at destination of the wagons the same will be payable by buyer. No dispute, whatsoever on this account shall be entertained.

22.2 In case of Road:

Delivery will be by Road on FOR MOIL Mine siding basis. The delivery of materials in terms of Delivery Order issued shall be taken by the SBs within the stipulated period mentioned in the Delivery Order and also strictly according to any other instructions / delivery programme given by the concerned MOIL Management from time to time.

The SBs shall make necessary arrangements for lifting and transportation of materials for MOIL Mine siding basis at their own cost. The SBs shall be responsible for obtaining necessary lifting permission from any Government / Statutory agency(s), if any. MOIL shall not be responsible for non-issuance or delay in issuing of permission of lifting by the office of any Government / Statutory agency(s), if any. If in case the SB fails to lift the offered lot quantity within the contractual period, whatsoever may be the reason, the amount equivalent to Pre bid EMD for the lot shall stand forfeited with the closing hours of the contractual period.

The party has to ensure that all the pollution norms/Forest Rules as applicable in the State...
during loading and transportation are followed. For any violation of pollution norms/Forest Rules by the party MOIL can't be held responsible on any account in this regard.

The buyer agrees to transport the ore by Road through “Registered Common Carrier”, as per guidelines mentioned in the “Carriage by Road Act 2007” and subsequent amendment if any. In case of non compliance, action shall be imposed as deemed fit as per the “Carriage by Road Act 2007”.

23. **PRICE ADJUSTMENT:**

23.1. There will be price adjustment on pro-rata basis for variation in Manganese content on either side. Bonus up to +3% shall be payable by customer. No bonus beyond +3% shall be payable by customer. With regard to penalty same will be allowed at the actual analysis of ore dispatch and as such there will be no rejection by successful bidder, towards any variation beyond +/- 3% of Mn content.

Illustration:

**BGL504 Mn. 20 % +/-3%, Basis 20%**

If actual Mn is 23.5% then in that case bonus shall be charged up to Mn 23% only. In other case if Mn is 16% then in that case final billing shall be based on pro rata basis with Mn. as 17% and balance amount will be refunded.

23.2. There will be price adjustment on pro-rata basis for variation in Manganese content on either side. Bonus up to +3% shall be payable by customer. No bonus beyond +3% shall be payable by customer. With regard to penalty same will be allowed at the actual analysis of ore dispatch and as such there will be no rejection by successful bidder, towards any variation beyond +/- 3% of Mn content.

23.3 There will be no bonus/penalty or rejection for variation in Phosphorus, Silica and Iron content of the ore.

23.4 There shall not be any bonus and penalty for variation in physical (size) specifications on either side for all grades of ores.

24. **Sampling and Analysis :**

24.1 Sampling and Chemical Analysis: - As applicable.

a) Seller will appoint an independent firm of sampler for drawing samples at the time of effecting supplies, and the samples drawn by such independent firm shall be binding on the Buyer and the Seller. Two samples will be drawn - one for the Seller and one for the SB. It will be the SB’s responsibility to collect their sample from the concerned mine within 30 days from the date of completion of parcel, failing which MOIL shall not be responsible to handover the sample.

b) Sample shall be tested at the Seller’s laboratory and the chemical analysis determined by the sellers laboratory will be final for final settlement of payment. The sample packet meant for the SB will be for their reference only.

24.2. Physical Analysis:

For determining the size specifications, screen test will be carried out at the loading points by an independent firm of samplers, in presence of Buyer’s representative if available. Test report of the above firm is final.

25. **Supplementary / Final Bill** will be raised by the Seller for payment, if any within 40 days from the date of completion of parcel. The bill will be accompanied by a statement of Analysis showing the average analysis of ore and amount shall be adjusted from the SB’s Security Deposit.
26. **Delivery period & Weighment:**

26.1 a) In case supplied are moved by Rail: The validity of the dispatches will be 45 days from the last date of receipt of payment as per terms and conditions of e-sales. The net weight ascertained by actual weighment of the wagons by the railway weighbridge and shown in the railway receipts shall be binding on both the SB and the Seller.

b) In the event of the concerned railway weighbridge being out of order and/or prior knowledge that wagons would not be weighed, due to other reasons, weight will be determined on the basis of Weight Volume Ratio (W.V.R.) and shall be binding on both SB and Seller.

Before loading of wagons for each grade of ore, the W.V.R. will be assessed adopting following procedure.

A tipper/truck will be engaged by the seller and the effective volume of tipper/truck will be measured by taking average length, width and height of the tipper/truck. A grade of ore will be loaded in the truck after determining the tare weight of the truck on a weigh bridge. The volume of the loaded ore shall be calculated on the basis of length, width and height of the truck/tipper and average height of the loaded ore. The W.V.R. will be determined by dividing the net weight of the ore by volume of the ore. For determining the W.V.R., the number of trucks of ore will depend upon the number of wagons to be loaded with the particular grade and will be generally as follows:-

<table>
<thead>
<tr>
<th>No.of Wagons or more</th>
<th>No.of Trips to be taken into account for W.V.R.</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 wagons and less</td>
<td>1 trip load of tipper/truck</td>
</tr>
<tr>
<td>+5 wagons to -10 wagons</td>
<td>2 trips load of tipper/truck</td>
</tr>
<tr>
<td>+10 wagons to -20 wagons</td>
<td>3 trips load of tipper/truck</td>
</tr>
<tr>
<td>+20 wagons to -25 wagons</td>
<td>4 trips load of tipper/truck</td>
</tr>
<tr>
<td>+25 wagons</td>
<td>5 trips load of tipper/truck</td>
</tr>
</tbody>
</table>

c) The SB will have the right to depute their representative to supervise such weighment at the seller’s mines, and if a representative is so deputed, the weighment certificate will be signed jointly by the representative of the seller and the SB. It is responsibility of SB to depute their representative to witness the process of determination of W.V.R.

d) In the event of any wagons arriving without weighment enroute and without prior knowledge that they would not be weighed, or, in the event of the seller being unable to determine the W.V.R. for any reason whatsoever, the weight will be determined on the wagon weigh bridge of the SB’s factory, and shall be binding on both the Seller and the SB. The seller will have right to depute their representative to supervise such weighment at the SB’s factory, and if a representative is so deputed, the weighment certificate will be signed jointly by the representatives of the Seller and the SB. In the case of the wagons missing in transit, the SB shall have to pay the value of the ore as per the weight recorded in railway receipt.

e) In the absence of any weighment of the consignment either at loading point or at destination or in absence of W.V.R. at loading point and unloading point the charged weight shown in the railway receipt will be considered final for the purpose of invoice and should be binding on both the Seller and SB.

26.2 In case supplied are moved by Road: The validity of the dispatches will be 30 days from the last date of receipt of payment as per terms and conditions of e-sales.

**MINIMUM REQUIREMENT OF LIFTING IS 95% OF THE ALLOTTED QUANTITY BY ROAD DELIVERY.**

The weight determined on the lorry/truck/tipper weighbridge at the seller’s mine or nearby vicinity shall be binding on both the Seller and SB.

The SB will have the right to depute their representative to supervise such weighment at the Seller’s mines, and if a representative is deputed, the weighment certificate will be signed
jointly by the representatives of the Seller and the SB. The SB’s representative shall have the right to check and satisfy himself as to the accuracy of the lorry/truck/tipper weighbridge.

27. DELIVERY SCHEDULE:

i) The auction of MANGANESE ORE is being done for specific grade and size. No refusal, after acceptance of bid, will be entertained for bided MANGANESE ORE.

(ii) Successful bidder would approach MOIL HQ with Photo ID issued by MSTC along with payment. Copy of Income tax PAN Card will also be considered as an Identity. MOIL will issue him Release order. Release order next day of submitting value i.e. after Demand draft is credited in MOIL’s account. In case, instead of buyer himself, he sends his representative for the purpose, the representative should carry an Authority Letter issued by the Photo ID card holder along with photo ID of buyer or notarized copy of photo ID.

iii) Supply will commence only after issue of delivery order (Parcel).

iv) The Seller will indent for wagons after converging ore at railway siding depending upon pending indent(s). Payment of railway freight and siding charges will be made by Buyer. After handing over the wagons to the public carrier (i.e. the railway) at the dispatching stations, the Seller’s responsibility will cease and the Buyer shall become responsible for the consignments so despatched.

v) MOIL shall place the indent with railways by mentioning type of wagons like BCN/BOOST/BCXN. If railways provides the rake with more carrying capacity in such case buyer shall make full freight payment and also any other punitive charges charged by Railways. MOIL shall not be responsible for any short supply of wagons / ore.

vi) In case where ore is moved to the SB’s destination by road and not by rail, Seller’s responsibility will cease once the ore is offered at the mine/mines to SB’s authorized transporter.

The buyer agrees to transport the ore by Road through “Registered Common Carrier”, as per guidelines mentioned in the “Carriage by Road Act 2007” and subsequent amendment if any. In case of non compliance, action shall be imposed as deemed fit as per the “Carriage by Road Act 2007”.

vii) The allotted quantity by Road will be lifted by the buyer in phase manner within the delivery period.

viii) It will be the responsibility of buyer to ensure that the payments / opening of L.C. are promptly done within the specified period.

ix) Successful bidders have to lift the total offered quantity within the validity period as mentioned in delivery order. Although MOIL will make all efforts to supply the material within this period, however, if dispatches are not made within stipulated time for reasons attributable to MOIL, due extension of time will be given without any claim whatsoever. However, in case SBs fail to lift full quantity within validity period, amount equivalent to SD for unlifted quantity will be forfeited.

x) Notwithstanding anything else contained herewith, it is specifically understood that, Manganese ore shall be moved from the mines of the Seller’s in Madhya Pradesh and/or Maharashtra to the SB’s factory or to the destination as specified by SB.

xi) The Seller reserves the right to suspend the deliveries and/or cancel the balance contract in its entirely or in the part, in the event of the SB’s not complying with the terms of this contract in any manner, apart from other remedies that may be available to the Sellers. The period of suspension shall not have the effect of extending the period of this contract.

xii) The SB and Seller shall be held harmless in the event of any infringement by the other parties of any mining leases, or laws or rules and regulations or orders of the Central or State Govt. or local bodies or any other authorities, or any agreement with a third party.
28. **GENERAL:**

(i) The decision of MOIL management in matters related to this e-Auction shall be final and binding on SBs/bidders.

(ii) Delivery will be given on actual weighment basis.

(iii) MOIL / MSTC reserve the right to modify or amend any of the terms & conditions. Any interpretation of any clause will be subject to clarification by MOIL which will be deemed as firm and final.

(iv) It is in the interest of SBs/bidders to keep their e-mail account valid all the time and keep their e-mail password secret, failing which they will be liable for non compliance of payment terms due to non-receipt of e-mails from MSTC.

(v) Registration of customers with MSTC is a continuous process. Only after completion of registration and completion of pre-auction formalities customers will be able to submit EMD & participate in the auction.

(vi) In addition to these terms and conditions, the buyer specific terms and conditions (BST) and general terms and conditions (GTC) will also form an integral part of terms and conditions of sale through e-auction. In case of any contradiction, these Special Terms and Conditions shall prevail.

(vii) Bidders must be extremely careful to avoid any wrong bidding (whether typographical or otherwise) and they must check and rectify their bid (if required) before submitting their Bid into the live e-auction floor by clicking the “Bid” button. In case a bidder gives a bid which exceeds the current L1 / Floor Price by Rs 200/- or more, then an alert message shall be displayed by way of a warning on the Bidder’s screen before he confirms/submits the bid. There is no provision for putting Bids in decimals. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint / representation will be entertained by MSTC/Principal in this regard.

(viii) The Auction List and Special Terms and conditions (STC) being displayed in the Auction Notification under “View Forthcoming Auctions” on MSTC’s e-Auction Website or being displayed in MSTC’s Corporate Website (www.www.mstcindia.co.in) are tentative and subject to last moment changes at MSTC’s sole discretion till the start of e-Auction. Only the Auction List and Special Terms and Conditions displayed on the Auction Floor under “View Live Auctions” (and not under “View Forthcoming Auctions) on start of e-Auction will be final and will form the basis for all sale contracts against this e-Auction and no representation / complaint in this regard will be entertained by MSTC / MOIL from the Bidders.

(ix) During Live Auction and before Bidding, it will be the responsibility of the Bidders to see the hyperlinked “Item Details” by clicking on the respective “Lot Name” and no representation / complaint in this regard will be entertained by MSTC / MOIL from the Bidders.

29. **Force Majeure:**

MOIL will not be liable for any failure or delay in performance due to any cause beyond their control including but not limited to Fires, Floods, Strikes, Go-Slow, Lock-outs, closure, Pestilence, Industrial unrest, Epidemics, Political upheavals, Government action, Civil commotion, Breakdown of machinery, shortage of labour, Acts of God etc. It will be the sole discretion of MOIL to extend time of performance after cause of delay will have cease to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of contract whether printed or written.

30. **AWARDING AUTHORITY:**

Decision of MOIL Management shall be final and binding. MOIL reserves the right to accept/reject any bid either in part or whole without assigning any reason whatsoever. MOIL also reserves the right to split the order as it deems fit.

31. **Interested parties may visit Mines with prior appointment to inspect the materials (Phone No 0712 – 2591850/2806219) on any working day from MOIL’s Nagpur office.**
32. Successful bidders whose bid has been approved by MOIL, should intimate the name & address of the representative who should be present at the work site and coordinate with the executing Deptt. to carry out the job properly. All-important communication with successful bidder shall be through letters and / or notices put up in Notice Boards at Mines office and it will be obligation of successful bidder not to overlook such Notices. Any plea of ignorance of such Notices / letters put up in the Notice Board at Mines office shall not be accepted.

33. MOIL accepts no liability towards any claim, compensation / damage that may arise out of non-fulfillment of contracts between the successful bidder and any third party. MOIL will give no cognizance to such 3rd party with whom it has no privity of the contract.

34. A contract shall be deemed to have been concluded between successful bidder & MOIL as soon as Sale intimation letter issued over e-mail by MSTC.

35. In the event of any internal requirement of materials including those from Steel Plants under SAIL and Government, MOIL shall reserve the right to curtail quantity on A/C ‘Successful Bidder’ or cancel the contract, if any.

36. In the event the successful bidders whose bid has been approved by MOIL, desires that the challans are to be issued stipulating consignee and destination subject to the provision of the relevant Sales Tax Act, the same may be considered provided the successful bidders makes a written request to that effect and indemnify MOIL against non-delivery of materials to the nominated consignee / destination for which the successful bidder/s shall be responsible for all cost and consequences.

37. The bidders shall adhere to the Mines Act, Rules, Mines Regulations and Order issued under them.

38. Preference will be given to Government and Public Sector as per Government guidelines, if any.

39. It shall be the responsibility of the persons submitting the applications to ensure that the documents have been submitted in the formats and as per the terms and conditions prescribed in the MOIL/MSTC website and no change is made therein before submission of their documents in the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of MOIL/ MSTC. In case any tampering/unauthorized alteration is noticed in the documents submitted, from the documents available on the MOIL/ MSTC website, the said documents shall be summarily rejected and MOIL/ MSTC shall have no liability whatsoever on the matter. However, deviation if any, proposed by the applicant may be separately indicated be for acceptance or otherwise of MOIL. Such proposed deviation will not be treated as tampering for the purpose of application of this clause.

40. Dispute & Arbitration:
   a) For any dispute the SB has to lodge the claim in writing on seller within 3 months of despatch. Thereafter it will be time barred and no claim whatsoever will be entertained by the seller.
   b) All disputes and differences arising out of or in any way touching or concerning this Agreement whatsoever (except as to any matter, the decision of which is expressly provided for in the agreement) shall be referred to the Sole Arbitrator of any person appointed by the Chairman-cum-Managing Director, MOIL, Nagpur. The arbitrator shall enter the reference and conduct his proceedings according to the provisions of the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment that the person appointed is or was an employee of MOIL and that he had to deal with the matters to which the agreement relates and that in the course of his duties as such employee of MOIL he had expressed views on all or any of the matter in dispute or difference. The Award of such an Arbitrator shall be final and binding on the parties to this Agreement. It is a term of this agreement that in the event of such an Arbitrator, to whom the matter is originally referred by the Chairman-cum-Managing Director, MOIL, being transferred or vacating his office or being unable to act for any reason, the C.M.D. MOIL, at the time of such transfer, vacation of office or inability of the Arbitrator to act, shall appoint another person to act as an Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Agreement that no person other than a person so appointed, as aforesaid, shall act as an Arbitrator and if for any reason that is not possible, the matter is not to be referred to the arbitration at all.
Provided further that any demand for arbitration in respect of any claims of the SBs under the Agreement shall be in writing and made within three months of the date of termination or completion/expiry of the agreement and where such demand is not made within the abovesaid period, the claims of the SBs shall be deemed to have been waived and absolutely barred and MOIL shall be discharged and released of all liabilities under the Agreement in respect of those claims.

41. **JURISDICTION:**

All disputes relating to this sales agreement, Purchase Order shall be limited to the jurisdiction of the Court at Nagpur Bench of Bombay High Court.

Address of MOIL LTD.;
SR.DY.GENERAL MANAGER (MARKETING), MOIL BHAVAN; 1A KATOL ROAD; MOIL CHOWK, NAGPUR-440 013. PHONE NO. PBX-0712-2806100, 2591850 e-mail: esales@moil.nic.in. Website: www.moil.nic.in.

Address of M/s MSTC LTD, 2nd FLOOR, 225-F, A J C BOSE ROAD, KOLKATA - 700 020

**WHILE Sending EMD BY POST/COURIER TO MSTC THE ENVELOP SHOULD BE ADDRESSED TO:**
Shri R K Singh, Dy Manager, Coal Cell,

MSTC Ltd Contact Person:

<table>
<thead>
<tr>
<th>Shri Arun Kumar</th>
<th>Shri R K Singh,</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM (Coal Cell),</td>
<td>DM (Coal Cell)</td>
</tr>
<tr>
<td>Phone No; 09830924222, 033-22891401</td>
<td>Mobile: 8336928548, 033-22891401</td>
</tr>
<tr>
<td>e-mail: <a href="mailto:arunkumar@mstcindia.co.in">arunkumar@mstcindia.co.in</a></td>
<td>e-Mail: <a href="mailto:rksingh@mstcindia.co.in">rksingh@mstcindia.co.in</a></td>
</tr>
</tbody>
</table>

IN MOIL PLEASE CONTACT

Shri M.C.KINKHEDE
Sr.D.G.M (MARKETING),
MOIL Limited.,
MOIL BHAVAN ; 1A KATOL ROAD ; MOIL CHOWK, NAGPUR-440 013
PHONE NO. 0712 -2591850, FAX-0712-2590644.

e-Mail: esales@moil.nic.in

R.P. PATIL.
DY. GENERAL MANAGER (MKTG)
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MOIL BHAVAN ; 1A KATOL ROAD ; MOIL CHOWK, NAGPUR-440 013
09503135508(M).