

Auction Details	
Auction No	MSTC/BPL/THE M P STATE MINING CORPORATION LIMITED/4/BHOPAL/17-18/11885[150804]
Opening Date & Time	12-10-2017::11:00:00
Closing Date & Time	12-10-2017::15:00:00
Inspection From Date	16-09-2017
Inspection Closing Date	11-10-2017

Seller Details	
Seller/Company Name	THE M P STATE MINING CORPORATION LIMITED
Location	BHOPAL
Street	2ND FLOOR PARYAWAS BHAWAN
City	BHOPAL - 462011
Country	INDIA
Telephone	07552763391
Fax	07552763394
Email	ashutoshtemple@gmail.com
Contact Person	Ashutosh Temple

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTIT Y	START PRICE / UOM	GST	LOCATION
Lot No: 1 PCB GRP :[PRE-BID EMD FOR BPL 01] Lot Name: Rock Phosphate (P2O5 12- 14%)	Rock Phosphate Of P2O5 12 -14% Note: The price quoted by the parties shall be exclusive of any taxes & duties which may be payable by the selected party i.e. offer basic price should be at or above the Starting price as displayed in the auction on floor and exclusive of Royalty, RRDT, NMET, DMF, Cess , GST, Loading charges and interest etc. if applicable	80000 MT	INR 815.0 0	As Applic able / 0%	Meghnagar Distt Jhabua State :Madhya Pradesh

CLICK HERE FOR SPECIAL TERMS & CONDITIONS

THE e-Auction SALE IS GOVERNED BY THE GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND SPECIAL TERMS & CONDITIONS (STC) OF THE e-Auction. IN CASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF STC WILL PREVAIL OVER OTHERS IN THE PARTICULAR e-Auction.

[CLICK FOR GTC](#)

[CLICK FOR BSTC](#)

IMPORTANT: ALL BIDDERS WHO ARE HAVING MORE THAN ONE UNIT MAY REGISTER AND BID AS A GROUP. IF SUCCESSFUL, SUCH BIDDERS SHALL HAVE TO FURNISH THE BREAKUP OF THE QUANTITY FOR EACH UNIT AT THE TIME OF PAYMENT.

I. **PRE-BID EMD PAYMENT:** Interested bidders have to deposit Pre-Bid EMD@Rs. 100/- per MT on or before 11/10/2017 for the desired quantity.

II. **ELIGIBILITY CRITERIA:** Indian national/ company registered under the provisions of the Companies Act, 1956/2013 / a proprietorship firm/partnership firm/Limited Liability Partnership/ society may participate in this e-auction. Parties, who have been allocated mineral through earlier e-auctions shall not be allowed to lift mineral, if allocated through this e-auction, until balance quantity of earlier e-auction is lifted by bidder.

III. Other bidding related details are mentioned in the table below:

e-Auction Details	
e-auction Date	12/10/2017
e-auction Time	11:00 A.M. to 13:00 HRS.
Period	12 (Twelve Months)
e-auction Quantity	80,000 Metric tonne quantity
Starting Price	Rs. 815 per Metric Tonne (for Local Grinding Units)

Pre-Bid EMD	Rs. 100/- Per MT (on or before DTD. _____)
Price Increment	Rs.5/- Per MT
Qty. Increment	50 MT or multiple of 50 MT
Payment Schedule	<p>The period of 12 months shall be divided into four quarterly supply periods, in which payment shall be made and lifting of mineral shall be done by the buyer as given below:-</p> <p>Quarter ending 31 Dec 2017 - 30% of allocated quantity. Quarter ending 31 March 2018 - 30% of allocated quantity. Quarter ending 30 June 2018 - 30% of allocated quantity. Quarter ending 30 Sept 2018 - 10% of allocated quantity.</p> <p>The purchaser shall lift the quantity allocated for the quarter, within the designated quarter itself depositing advance payment against the purchase. Delivery Order shall only be released on receipt of advance payment against full or part purchase of mineral.</p>

IV. All the bid offers received in the e-Auction will be valid till the issuance of Sale Intimation Letter by MSTC and sanction order by MPSMCL or 30 days, whichever is later.

THE TERMS & CONDITIONS INCLUDING THE LIST OF MATERIAL APPEARING ON THE DATE OF E-AUCTION IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS. THE SAME MAY PLEASE BE DOWNLOADED FOR ANY FURTHER REFERENCE.

1. The M.P.STATE MINING CORPORATION LTD. BHOPAL

(Contact Person: Shri S. K. Dwivedi, G. M. Mines +91 9755061328 and 07390-284403, 284453 (FAX). MPSMCL, the Owner/Seller, will be hereinafter referred to as PRINCIPAL.

and MSTC Ltd., the Selling Agent of the PRINCIPAL, having its office at Bhopal will be hereinafter referred to as MSTC (Contact Person : Shri S.K.TIWARY, MANAGER, PH.0755-2570664, 2552241, FAX.4075720). Wherever the word buyer is indicated, it will be referred to as successful bidder.

2. The General Terms & Conditions (GTC) displayed on the e-Auction Website of MSTC shall be construed to be an integral part of the offer and the Bidder may like to download the same for their record. However, in case of any conflict between the STC and GTC, the STC shall prevail.

3. PRE -BID EMD at a rate of Rs. 100/- PMT will have to be deposited with MSTC Ltd. on or before 11/10/2017 for quantity for which interested bidders want to participate in the e-auction. Bidder shall be permitted to bid only for a quantity for which pre bid EMD has been deposited.

(4) Notification:

4.1. The e-Auction will be for dispatches through road only.

4.2 LOADING CHARGES: - Loading and Transportation to be arranged by successful bidders and entire expenses in this regard are to be borne by them.

4.3 MOISTURE REBATE: - Rebate allowed on moisture exceeding 3% by weight, determined at the time of dispatch of minerals.

4.4 Bidders/Buyers will be permitted to visit the Rock phosphate Mines, Meghnagar except on holidays, during the working hours of all working days between 8:00 AM to 3:00 PM. However Stock Material shall be available for pre-bid inspection from date of e- auction notice till the day preceding the auction date. Recovery of 12-14 % P2O5 mineral is being carried out at the mine and mineral shall be provided as produced at the mine.

(5) Bidding Process:

5.1 The registered Bidders shall be required to record their acceptance after login, of the Terms & Conditions of the e-Auction before participation in the actual Bidding Process.

5.2 Prospective Bidders are entitled to bid for the quantity to the extent of amount of Pre-Bid EMD available in the bidder's account with M/s. MSTC Limited at the time of bidding.

5.3 The Bidders while bidding shall quote their "Bid Price" at par or above the Starting price per MT of Rockphosphate in Indian Rupee as base price on Ex-Meghnagar Mines basis, Exclusive of Royalty, RRDT, NMET, DMF, CESS, GST and interest, etc, if applicable.

5.4 GST and other taxes shall be charged extra as applicable.

5.5 The date, time and period of e-Auction as notified in advance including closing time on portal of M/s. MSTC Limited shall be adhered to except in the event of force majeure. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 10 minutes, so that opportunity is given to other Bidders for making an improved Bid.

5.6 The Starting price of this e-Auction shall be Rs. 815 /- per MT. Bidders shall be free to bid at and above the start price. Further the bidder shall offer successive bids (per MT) in the increment in multiple of Rs.5/- (Rupees five only) during the normal e-Auction period and the extended period.

5.7 The bidder shall bid for minimum quantity of 500 MT. Further the bidder shall offer successive bids in the increment of 50 MT. The figure mentioned against the link "MPQ LEFT" available on the buyers screen is an indicator of the quantity for which a bidder can bid. The figure mentioned against "MPQ LEFT" on buyer's screen shall be for the entire e-Auction.

5.8 While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the highest bid prices of various different allocated quantities at that point of time. The system will not allow a bidder to bid in excess of his entitled quantity as per his EMD. However, once the bidder is out-bided by another, the particular bidder shall become eligible for making an improved bid offer. For example, Bidder 'A' who has deposited pre-bid EMD for 2000 MT of Rock Phosphate submits the following bids:

- 1000 MT @ Rs.6000/-.
- 600 MT @ Rs.6020/-.
- 400 MT @ Rs.6010/-.

After submission of these bids, Bidder 'A' will not be able to further improve these bids, either in terms of Price or Quantity. As the bidding progresses, Bidder A will be able to bid further only for that quantity that gets cut from his quota of allotted quantity.

5.9 Following criteria would be adopted for each lot in deciding the successful bidders:

- (a) Precedence will be accorded to the highest bid price in the descending order (H1, H2, H3 and so on) as long as the offered quantity is available for allocation.
- (b) If two or more buyers bid the same highest price, precedence for allotment will be accorded to the buyer who has placed the bid for the higher quantity.
- (c) In case, two or more buyers bid the same price and the same quantity, precedence will be given to the buyer who has offered its bid first with reference to time.

5.10 THE ONLINE AUCTION WILL BE DONE AS PER THE FOLLOWING METHODOLOGY:

- (a) The bidders have to bid for per MT price and the Quantity (in accordance with Clause 5.6 and 5.7) they want to book at that price with a maximum limit of quantity for which bidders had provided Pre-Bid EMD.

(b) Methodology for the single stage online bidding is mentioned here under. Assume that the total quantity available is 900 MT and customers bid for certain quantity at a certain price as illustrated in the following table:

Bidder	Bid Time	Bid Quantity (MT)	Bid Price (Rs/MT)
B	9:40	100	8650
F	9:39	350	8600
D	9:36	300	8600
A	9:32	100	8600
E	9:34	100	8600
C	9:30	300	8550

1. Bidder B is the highest bidder @ Rs.8650/- per MT; hence the system allocates his bidden quantity i.e. 100 MT.
2. There are 4 bidders @ Rs.8600/- per MT, since bidder F's bid was for 350 MT (highest quantity at Rs.8600/- per MT), the system allocates his bid quantity in full.
3. Bidder D's bid was for 300 MT & since the quantity was still available at Rs.8600/- per MT the software allocates bidder D 300 MT.
4. Since bidder A placed his bid earlier than bidder E i.e. 9:32 Hrs hence the software gives first preference to bidder A & allocates him available quantity first.
5. After this allocation, since only 50 MT are available, the same is allocated to bidder E.
6. Since all the quantity is exhausted at higher bid price than Rs.8550/- per MT, therefore no quantity is allocated to bidder C. If Bidder C wants to win any quantity then they have to place bid in terms of higher price or greater quantity.

Note: All the allocations will be provisionally under STA (Subject to Approval). The Principal will give approval/rejection based on the rate at which they intend to sell. The pre-bid EMD shall be retained with MSTC till the decision is given by the Principal.

(6) [Post e-Auction Process:](#)

6.1 Each successful bidder will be intimated through e-mail within 12 hours of closing time of e-auction by MSTC Limited SUBJECT TO APPROVAL OF THE BID BY MPSMCL, however, it will be the responsibility of the bidder to personally see and download the result displayed on website of M/s MSTC Ltd. (www.mstcecommerce.com) after close of e-Auction.

6.2 The successful bidders (hereinafter called Buyer) will be required to deposit Rock phosphate value with MPSMCL strictly as per Clause 7 of the terms of payment after the intimation by MPSMCL of its approval of the bid.

6.3 If the successful bidder (Buyer) is a group company, it shall furnish the detailed quantity breakup for individual units at the time of payment and accordingly MPSMCL shall issue Delivery Order for that unit/destination.

6.4 If the successful bidder (Buyer) is a trader, he should furnish the details of the manufacturing unit/destination at the time of payment and MPSMCL shall issue Delivery Order for that unit/destination only.

6.5 Equivalent amount of EMD of successful bidder corresponding to successful bid quantity, shall be blocked and will be transferred to MPSMCL by MSTC Limited along-with the bid sheet. This shall become Performance Deposit for the Bid.

(7) Terms of Payment:

7.1. Successful bidder /buyer shall be eligible to take delivery from Meghnagar Mine Dist Jhabua and to ensure the same, they are advised to make payment arrangement as under:-

a. Whole of the allotted quantity of mineral shall be lifted by buyer (upon release of Delivery Order by MPSMCL) within 12 months of issue of sanction order regarding allotment of quantity by MPSMCL.

The supply period shall be as follows:-

Quarter ending 31 Dec 2017 - 30% of allocated quantity

Quarter ending 31 March 2018 - 30% of allocated quantity

Quarter ending 30 June 2018 - 30% of allocated quantity

Quarter ending 30 Sept 2018 - 10% of allocated quantity

Payment period: Period of three months comprised in the quarter, within which payment against quarterly allocation as above will have to be deposited. MPSMCL shall issue Delivery Order within three days of receipt of advance payment against full or part purchase of mineral.

b. LATE PAYMENT PENALTY: If the payment is not made within the payment period as per clause (a) above , the payment will be accepted by MPSMCL up to a further period of THREE MONTHS from the last date of payment period, on payment of late payment penalty@1% per week or part there of on the balance material value but MPSMCL may refuse to do so by passing a speaking order.

c. Where payment towards material has been made but not lifted by the allottee within the supply period , Ground Rent @ 1% per week or part there of will be levied ,beyond supply period (Supply period is period of three months comprised within the quarter within which lifting of quarterly allocation of mineral as per clause 7.1.a will have to be done) or 30 days from the date of last D.O for the relevant quarter , which ever is later. The maximum extension in supply period shall be for a period of 3 months following the end of relevant quarter, provided a written request for extension is received by MPSMCL before the expiry of supply period . If no such request for extension is received, the sale order stands cancelled & performance deposit pertaining to the balance quantity will be forfeited on completion of SUPPLY PERIOD .

MD, MPSMCL reserves the right to further extend the above three months period as mentioned in clause (b) & (C) . Decision of MD, MPSMCL shall be final in this regard and binding on the buyer.

7.2 The Performance deposit of Rs.100/- Per MT (as converted from the Pre-Bid EMD amount) shall not be treated as an adjustment towards the Rockphosphate value, but would stand converted into a 'Performance Deposit' for performance of the buyers towards completion of the said transaction.

7.3 **Refund of Performance Deposit**: The Performance deposit would be refunded to the buyer, only after completion of lifting of Rockphosphate, after deducting for any loss or damages caused to MPSMCL's property, while lifting the Rockphosphate. However, in the event of default in performance by the bidder, the provision of forfeiture of the 'Performance Deposit' as stipulated in Clause 10, would be applicable and invoked by MPSMCL.

7.4 The Rockphosphate value as in Clause 7.1 above shall be deposited by way of demand draft /pay order drawn in favour of M/s. MP State Mining Corporation Limited, payable at Meghnagar, Dist. Jhabua (M. P.). Delivery Orders shall be issued for the quantity for which the payment is received/ credited to MPSMCL's account. The buyers shall also have the option of making e-Payment through NEFT/RTGS.

The bank details of M/s MP State Mining Corporation Limited , Meghnagar are:-.

"THE MADHYA PRADESH STATE MINING CORPORATION LIMITED" payable at Meghnagar S.B.I. current account No. 11509529093 , IFS Code : SBIN0004581, Station Road Tehsil- Thandla, Dist. Jhabua

(8) Procedure of Rockphosphate Delivery

8.1 MPSMCL shall issue separate Delivery Orders to the successful bidders in terms of Clause (7) after realization of each installment of payment. The Buyer has to submit the option through a letter in writing mentioning the destination and the Delivery Order issued by MPSMCL would indicate the same accordingly along with the destination.

8.2 The period to complete the lifting of the entire bid quantity shall be one year from date of work order or extended period, if any. Although buyer shall have to adhere to lifting schedule as per clause 7.1(a). Rockphosphate sold, but not lifted within the supply period(as extended from time to time) will become the property of MPSMCL.

8.3 It is the responsibility of the Bidder/Buyer to take delivery of the Rockphosphate from the mines, strictly adhering to the safety precautions and the provisions of Environment Protection Act. The loading of the Rockphosphate shall be into the trucks arranged by the buyer themselves. Transportation of Rockphosphate to the buyer's premises shall be the sole responsibility of the buyer only at their own cost and they shall fully ensure the safety rules as well as prevent any spillage causing pollution issues.

8.4 The Quality of the Rockphosphate will be determined as per the analysis carried out at MPSMCL Laboratory / Laboratory authorized by MPSMCL which is final and binding. The Quantity of the Rockphosphate for billing and all other purposes will be determined as per net weight recorded at Meghnagar Mine weigh-bridge.

(9) **Refund of EMD for Unsuccessful bidders:** In case of unsuccessful bidders, pre-Bid EMD shall be refunded by MSTC Limited after the e-Auction is over, on the bidder's request. The unsuccessful bidders need to mail their Bank account details for the same at mstcbhopal@mstcindia.co.in.

(10) **Forfeiture of Performance deposit:** The Performance deposit of the successful Bidders will be liable for forfeiture in the following cases:-

10.1 If the buyer does not deposit value of Mineral (or part thereof) allocated for lifting within the designated quarter as per clause 7.1(a) or within extended period of three month upon payment of late payment penalty as per clause 7.1(b) , Performance deposit @100 per metric tonne pertaining to the quantity against which payment has not been made, shall be forfeited.

10.2 If the Buyer denies taking the material in writing after issuance of Delivery Order or fails to lift the quantity(or part thereof) allocated for lifting within the supply period of three months as per clause 7.1(a) (or extended period against payment of ground rent as per clause 7.1(c)) despite making payment against the same, Performance deposit @ Rs. 100/- per MT pertaining to the unlifted quantity shall be forfeited.

10.3 On non fulfillment /violation of terms & conditions of this e-auction document.

(11) **Refund of Rockphosphate value:** Value of un-lifted mineral (against which payment received) at the end of the supply period of three months as per clause 7.1(a) (or at the end of extended period against payment of ground rent as per clause 7.1(c)), shall be refunded to the buyer, deducting any amount due from him.

(12) ROYALTY, TAXES AND DUTIES:

12.1 The Bidders should offer bids exclusive of Royalty, RRDT, NMET, DMF, Loading Charges, GST and interest, etc, if applicable. Royalty, RRDT, NMET,DMF, GST or any other taxes and Tax Collection at source as per the prevailing rules applicable at the time of delivery of material covered under e-Auction & shall be borne by Buyer.

12.2 Any revision in duties, taxes, levies etc. by the Govt. shall be passed on to the buyers.

(13) General Terms & Conditions:

13.1 The Rockphosphate procured under e-Auction is for use within the country and not for Export.

13.2 All terms and conditions of Scheme are subject to force majeure conditions as applicable.

FORCE MAJEURE: Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure clause. On cessation of the force majeure condition continued and will also give documentary evidence thereof this effect.

It is reiterated that MPSMCL/MSTC will not be in any way responsible for failure to deliver the material due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes or other contingencies whatsoever. In case of such force majeure conditions, the period of delivery shall automatically get extended proportionately. The bidder/buyer shall not be entitled to cancel the contract on these grounds.

13.3 Bidders must always ensure to keep their email address valid and alive. All communications shall be made on registered e-mail address provided by bidders to MSTC Ltd. In any case Buyers cannot be absolved from fulfilling the responsibility of compliance of any of the terms and conditions herein including payment terms due to non-receipt of emails from MSTC Limited/MPSMCL.

13.4 Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their bid before submitting their Bid into the live-Auction floor by clicking the "Bid" button.

13.5 There is no provision for bidding in decimals. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by them (including any wrongful bidding by them) and no complaint/representation will be entertained by MSTC Limited/ MPSMCL in this regard.

13.6 The decision of the Competent Authority of MPSMCL in matters related to this e-Auction shall be final and binding on the bidders/Buyers.

13.7 The bidder/buyer shall have to satisfy themselves regarding the quality of Rockphosphate and make their offer accordingly. No plea of misunderstanding or ignorance of conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of "CAVEAT EMPTOR" (let the buyer be aware) will apply.

13.8 The dispatches are on Ex-Mines basis. Claims on Quality or Quantity beyond dispatch point shall not be entertained.

13.9 MPSMCL / MSTC Limited reserves the right to cancel the sale of Rockphosphate under this e-Auction from any location in part or whole at any stage at its sole discretion without assigning any reason thereof and no party shall have any right whatsoever to raise any claim in that regard on that count.

Registration as a bidder for e-Auction of Rockphosphate shall in no case imply registration as a permanent customer of MPSMCL for normal business process at any point of time

13.10 MPSMCL/MSTC LTD. reserves their rights to amend/modify/reject the auction deal in full/part and reserves the right to further modify/amend and revise the terms and conditions contained herein in full or in part at any point of time and no party shall have any right, whatsoever to raise any claim in that regard on that count.

13.11 Sale under each e-Auction shall be an individual, independent, unique and complete transaction.

13.12 **CONDUCT DURING DELIVERY:** Bidder/Buyer shall solely be responsible for movement and proper behavior of their deputies, agents, and laborers within MPSMC Limited's premises. If any damage caused to MPSMCL's property, the buyer is responsible to make good such damage to the satisfaction of MPSMCL, and the decision of MPSMC Limited, in this regard shall be final and binding.

13.13 **STATUTORY AND SAFETY CONDITIONS:** Before commencement of delivery operations, the buyer shall take group insurance for the workers under his control, which will not only cover fatal accidents, but also injuries, which may or may not result in partial or permanent disablement. The copy of cover note for insurance shall be submitted in the MPSMCL office.

13.14 **COMPLIANCE WITH LABOUR LAW AND SAFETY RULES:** During the delivery period, the workers employed by the buyer within the mines premises will be governed by the Mines Act 1957, Labour Laws and Rules, Factory Act, Provision of EPF Act 1951 and MPSMCL's Security and Safety Rules as applicable.

13.15 **ACCIDENTS ETC. TO BUYERS LABOURER:** MPSMCL/MSTC will not be responsible at any point of time for any injuries caused to the workers engaged by the buyer due to accident within the Meghnagar Rockphosphate Project premises or at the place of work and the bidder/buyer will make transport facility to the accident victims to the hospital and give proper arrangement for medical attention and treatment to his labourers and their representative. The bidder/buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of employment under any statute. It is the responsibility of the bidder/buyer to provide necessary safety appliances like hand gloves, helmet, boots etc to the labourers who are engaged for handling of the goods.

13.16 During delivery, if any of the labourers are found not wearing the proper safety appliances; they will not be permitted to carry out the delivery works and will be sent out of Meghnagar Rockphosphate Project premises. MPSMCL reserves its right to stop the delivery work, if it is carried out in an unsafe manner.

13.17 Bidder/buyer shall arrange their own trucks/dumpers, and shall make their own arrangement for transportation of the material under supervision of authorized official of the MPSMCL.

13.18 The authorisation for the men and material has to be obtained from the Mines Manager or his authorised officer.

13.19 The buyer shall observe all statutory and safety measures. The suggestions given by the Mines Manager, Meghnagar Mines, MPSMCL shall be scrupulously followed. All the labourers engaged by the buyer must wear safety kits like helmet, shoes, safety belts, gloves, etc. without which the entry is prohibited. The buyer has to make his own arrangements for accommodation and canteen facilities for his workers.

13.20 **BLACKLISTING:** If it is found that the bidder/buyer is not following the terms and conditions of payment/delivery or other conditions of the auction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidder/buyer are liable to be blacklisted and appropriate action will be taken as deem fit by MPSMCL/MSTC.

13.21 No interest will be paid to the bidder/buyer on the amount paid or deposited by him and on the amount refundable to him if any.

13.22 Rockphosphate would be sold from Meghnagar Mines on "As Is Where Is basis" The quantity of 80,000 MT is envisaged to be produced from mine during course of the year through handling and sorting of sub-grade dumps lying at the mine and shall be supplied as produced. The Rockphosphate from the stock yard shall be loaded into the trucks/dumpers of the buyers themselves. Buyer will also submit their material lifting plan well in advance to the authorized person of MPSMCL at Meghnagar for procedural convenience.

13.23 Removal, loading and transportation of Rockphosphate will be allowed with the specific permission obtained from MPSMCL's officers authorised by Mines Manager, MPSMCL. The safety precautions and procedures shall be stringently followed by the buyer.

13.24 No Delivery of material will be given on holidays observed by MPSMCL. All deliveries will commence from 7:00A.M. and close at 7:00 P.M. MPSMCL may change the delivery time of material depending upon the site conditions. The bidder/buyer should intimate in writing in advance as to when vehicle will come for taking out the materials. The Lorries authorised by the officer-in-charge of Meghnagar alone will be permitted inside the Mines area for loading of the material. For the entry of vehicles in the Mines area, which is covered in the project area, the statutory obligations like valid driving license, road tax details, brake check up clearance, etc. shall be submitted to the officer authorized by the Mines Manager, MPSMCL and their permission is to be obtained. If the bidder/buyer comes without prior written intimation and permission as above, the MPSMCL has got the right to return the vehicle without loading and bidder/buyer cannot claim for any loss towards the same. The loaded trucks/dumpers shall be permitted to move out of the Mines area after Weighment and completion of formalities at Weighbridge, Meghnagar Mines MPSMCL. After loading Rockphosphate, if the gross weight is found more than the permitted weight, the vehicle will be sent back for unloading the excess quantity to Stock Yard. If it is less, the vehicle can go for reloading the balance quantity. The spillage of Rockphosphate from the Truck near the weigh bridge shall be cleared by the buyer then and there. The empty trucks shall also be fully cleared by the buyer before taking weight.

Note:- Apart from terms and conditions mentioned here, the buyer shall also be bound by the terms and conditions mentioned in the Release Order.

13.25 The material will be delivered only to the successful bidder/buyer or their authorized representatives. If the successful bidder/ buyer desires to authorize a representative or an agent for delivery, in such case the bidder/buyer shall produce suitable authorization letter authorizing his representative or agent to lift the materials from MPSMCL's premises.

13.26 Employees of MPSMCL /MSTC are not eligible to participate or to represent on any ones behalf in the e-Auction.

13.27 Picking the material at random is not allowed. Lifting should be done as a whole without choosing and picking. Only the specified area identified by the MPSMCL officials will be allowed for lifting.

13.28 The entire area for this delivery work is under the control of Security personnel. The buyers and their authorised person's movement are restricted strictly within the delivery area only. If they are found roaming in other areas of Meghnagar Rockphosphate Project, severe action will be taken not only against them, but, also on the successful bidders/buyers for trespassing.

13.29 MPSMCL/MSTC will not be liable for any claim and buyer shall keep MPSMCL/MSTC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or other.

13.30 TERMINATION/ BREACH OF CONTRACT: In the event of bidders failure to fulfill any of the contractual obligations including non-lifting the contracted materials under this agreement, MSTC/MPSMCL's decision in regard to bidders failure shall be final and binding on the bidder.

13.31 MSTC shall have the right to issue addendum to the e-Auction document to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued shall form part of original invitation to e-Auction.

13.32 The bidder shall have no right to issue addendum to e-Auction document to clarify, amend, modify, supplement or delete any of the conditions or items stated therein.

13.33 RESOLUTION OF DISPUTES AND GOVERNING LAW

- (a) In the event of any dispute, disagreement or difference between MPSMCL and the buyer arising out of or in connection with performance of this Contract /Arrangement and /or the rights and liabilities of the Parties hereto, such dispute or difference shall first be attempted to be resolved amicably by good faith negotiations or mutual consultation.
- (b) Any such dispute, disagreement or difference which cannot be resolved amicably by the Parties including without limitation any claim or controversy relating to the interpretation of this Agreement, any arrangement relating to or contemplated under this Agreement or breach, termination or invalidity thereof, shall upon election by either Party be submitted as a dispute to be adjudicated through arbitration as per the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall comprise of three (3) arbitrators. The seller shall appoint one and the buyer shall appoint one arbitrator. The third arbitrator shall be chosen by the two arbitrator so appointed by the Parties. If any of the Parties fail to appoint its respective arbitrator within a period of thirty (30) days from the date of reference of any dispute to arbitration or if the two arbitrators appointed by the Parties fail to choose the third arbitrator within a period of thirty (30) days of the latter of the two arbitrators being appointed by the Parties, then, in that event the relevant appointment or selection shall be made by the Hon'ble High Court of Madhya Pradesh. Any reward rendered upon such

arbitration shall be a reasoned award and in writing and shall be final and binding on the Parties subject to the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Bhopal, Madhya Pradesh.

- (c) This Agreement, and the rights and obligations hereunder shall be interpreted, construed and governed by the laws of India. Further, the courts of Bhopal shall have exclusive jurisdiction in all matters under this Agreement