

Auction Details	
Auction No	MSTC/BPL/THE M P STATE MINING CORPORATION LIMITED/2/BHOPAL/16-17/4390[119829]
Opening Date & Time	08-07-2016::11:00:00
Closing Date & Time	08-07-2016::15:00:00
Inspection From Date	27-06-2016
Inspection Closing Date	07-07-2016

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

[Click here for Details](#)

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/ (ST/VAT)	LOCATION
Lot No: 1 PCB GRP :[PRE-BID EMD FOR BPL 10] Lot Name: Rock Phosphate (P2O5 12-14%)	Rock Phosphate Of P2O5 12 -14% on As Is Where Is basis. Note : The price quoted by the parties shall be exclusive of any taxes & Duties which may be payable by the selected H1 party i.e. offer basic price which is above the Reserve/ Starting price fixed by MPSMCL and exclusive of royalty, NMET, DMFCess , Vat, Loading charges and interest etc. if applicable. (VARIATION OF QTY. OF MATERIAL AS MENTIONED MAY BE TAKEN AS +/- 20%) at the discretion of the MPSMCL. (STARTING PRICE - RS. 1105/= PMT)	10000 MT	As Applicable / 5%	Meghnagar, Distt. Jhabua State :Madhya Pradesh

Total No of Lots = 1

SPECIAL TERMS & CONDITIONS of e-Auction for sale of “Rock Phosphate” Lying at Meghnagar, Distt. Jhabua(M.P.)

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.

I. ELIGIBILITY CRITERIA:

Interested bidders are required to submit documents pertaining to eligibility criteria as per Clause No. 3.1.

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

e-Auction Details	
Product Description	Rock Phosphate available at MPSMCL Meghnagar Mines on as is where is basis with P2O5 12-14%.
e-auction Date	08/07/2016
e-auction Time	11:00 A.M. to 3:00 P.M.
Supply period	45 DAYS
e-auction Quantity	10000.00 MT (QTY. VARIATION +/- 20%) at the discretion of MPSMCL
Starting Price	Rs. 1105/- per M.T. Basic Price
Pre-Bid EMD	Rs. 2.5 LAKHS

Payment Schedule	<p>Successful bidders shall arrange to make payment for minimum 33% of the Total value within 7 days from the date of intimation as regards acceptance of price by MPSMCL/MSTC. The balance payment shall be made within 20 days of date of issue of release order for 33% of offered quantity by MPSMCL. On receipt of such payment, MPSMCL shall issue Release Order for the balance quantity.</p> <p>Buyer will mandatorily ensure lifting of entire allotted materials within the stipulated supply period (i.e. 45 DAYS) to avoid forfeiture of Security Deposit. Buyer will also submit their material lifting plan well in advance to the authorized person of MPSMCL at Meghnagar for procedural convenience.</p> <p>No RO will be released for material for which payment has not been received.</p>
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IV. All the bid offers received in the e-Auction will be valid till the issuance of Sale Intimation Letter or 15 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 Ashutosh Temle S.DGM (Mines) Meghnagar_PH. 0755-2763391/92, FAX No. 0755-2763394 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. List of documents to be submitted at MSTC's end prior to participating in the e-Auction.

* INTERESTED BIDDERS PARTICIPATING IN THE E-AUCTIONS OF ROCKPHOSPHATE FROM MPSMCL, Meghnagar ARE REQUIRED TO SUBMIT THE BELOW MENTIONED DOCUMENTS.

3.1 PRE-BID EMD: Rs 2.5 LAKHS (RUPEES TWO LAKHS FIFTY THOUSAND) only.

(4) MODE OF DESPATCH/LOADING CHARGES/MOISTURE REBATE:

4.1 A. MODE OF DESPATCH:-The material will be for dispatches through road only by trucks/tippers from Meghnagar Rock phosphate Mines, Meghnagar, Dist. Jhabua (MP)

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

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

4.2 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.

Auction Details of Meghnagar Rock Phosphate is enclosed.

(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 Before participating in e-Auction, bidders are required to satisfy themselves with the quality of Rock phosphate being offered for sale.

5.3 The Bidders while bidding shall quote their "Bid Price" above the Reserve/Starting price per MT of Rock phosphate in Indian Rupee as base price on Ex-Meghnagar Mines basis, Exclusive of Royalty, Loading Charges, Cess, Vat and interest, NMET and DMF and other taxes applicable to such sale etc if applicable.

5.4 Tax / VAT shall be charged extra as applicable. 'C' form is acceptable and are to be submitted in advance in the absence of which Release Order shall be issued at prevailing full rate of vat and the difference shall be retained in cash for that particular sale and shall be credited back to the buyer's account on receipt of 'C' form in original.

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 Reserve/Starting price of this e-Auction shall be Rs.1105/- per MT. Bidders shall be free to bid above the reserve price. Further the bidder shall offer successive bids (per MT) in the increment of Rs.1/- (Rupees One only) during the normal e-Auction period and the extended period.

(6) Post e-Auction Process:

6.1 Each successful bidder will be intimated through e-mail by MSTC Limited 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 will be required to deposit value of quantity with MPSMCL strictly as per Clause 7 of the terms of payment after the intimation by MPSMCL/MSTC.

6.3 The Pre-Bid EMD Rs. 02.50 Lakhs (RUPEES TWO LAKH FIFTY THOUSAND ONLY) shall not be treated as an adjustment towards material value, but would stand converted into a 'Security Deposit (SD)' for performance of the bidders towards completion of the said transaction and the said SD would be retained with MPSMCL and the same will be released without any interest, after the successful lifting of the entire material awarded and to the satisfaction of MPSMCL.

(7) Terms of Payment:

7.1. Successful bidder /buyer are advised to make payment arrangement as under:-

A. Furnish payment equivalent to 33% of material value within 7 days from the date of intimation by MPSMCL/MSTC.

The balance payment shall be made within 20 days of date of issue of release order for 33% of offered quantity of mineral and buyer will mandatorily ensure lifting of entire allotted materials within the stipulated supply period (i.e. 45 DAYS) to avoid forfeiture of Security Deposit. No RO will be released for material as regards which payment has not been received.

B. The total quantity (with qty. variation +/- 20% at the discretion of MPSMCL) offered in this e-Auction will have to be lifted by successful bidder within 45 DAYS from date of intimation by MPSMCL/MSTC. Failure to do so shall result in forfeiture of security deposit by MPSMCL as per clause 10.

7.2 Refund of Security Deposit: The security deposit would be refunded, on request of the successful bidder, only after completion of applicable lifting period and physical lifting of Rock phosphate after deducting for any loss or damages caused to MPSMCL's property, while lifting the Rock phosphate. However, in the event of default in performance by the bidder, the provision of forfeiture of the 'Security Deposit' as stipulated in Clause 10, would be applicable and invoked by MPSMCL.

7.3 The Rock phosphate value as in Clause 7.1 above shall be deposited by way of DD/PO drawn in favour of "THE MADHYA PRADESH STATE MINING CORPORATION LIMITED" payable at Meghnagar. The buyers shall also have the option of making e-Payment through NEFT/RTGS.

The bank details of M/s MPSMCL is:

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

(8) Procedure of Rock phosphate Delivery

8.1 The delivery period to complete the lifting of the entire bid quantity shall be FORTY FIVE DAYS from the date of intimation by

MPSMCL/MSTC.

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

8.3 It is the responsibility of the Bidder/Buyer to take delivery of the rock phosphate from the mines, strictly adhering to the safety precautions and the provisions of Environment Protection Act. The loading of the Rock phosphate into the trucks arranged by the buyer's will be done by the buyer himself. Transportation of Rock phosphate 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 Rock phosphate will be determined as per the analysis carried out at MPSMCL Laboratory / Laboratory authorized by MPSMCL which would be final and binding. The Quantity of the Rock phosphate for billing and all other purposes will be determined as per net weight recorded at Meghnagar Rock phosphate mines weigh-bridge or any other place as prescribed by MPSMCL.

(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 Security Deposit: The security deposit of the successful Bidders will be liable for forfeiture in the following cases:-

10.1 If the successful bidders do not lift the bid quantity within the stipulated period, the security deposit of Rs. 02.50 Lakhs (RUPEES TWO LAKH FIFTY THOUSAND ONLY), would be forfeited.

10.2 If the Buyer denies taking the material in writing after issuance of Release Order, security deposit of Rs. 02.50 Lakhs (RUPEES TWO LAKH FIFTY THOUSAND ONLY), shall stand forfeited.

(11) ROYALTY, TAXES, DUTIES AND CLEAN ENERGY CESS:

11.1 Royalty will be extra as applicable from time to time as declared by Central Govt. /Statutory authorities. NMET and DMF shall be charged

as applicable.

11.2 Sales Tax / VAT shall be charged extra as applicable. 'C' forms are to be submitted in advance. 3 % CST amount shall be retained in cash till receipt of 'C' form.

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

(12) General Terms & Conditions:

12.1 The Rock phosphate procured under e-Auction is for use within the country and not for Export.

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

12.3 Bidders must always ensure to keep their email address valid. 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.

12.4 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.

12.5 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.

12.6 The decision of the Managing Director of MPSMCL in matters related to this e-Auction shall be final and binding on the bidders/Buyers.

12.7 Quantity mentioned in notice is only indicative and may undergo a change depending on factors like actual availability of Rock phosphate etc.

12.8 Notwithstanding anything contained in the e-Auction sale notice or advertisement issued as to description and particulars of material put up

for sale, the sale of the Rock phosphate is on Ex-Meghnagar Mines on "As Is Where Is" and no complaint basis only. MSTC/ MPSMCL Ltd do not give any assurance or guarantee that the material to be delivered will adhere to notice or advertisement or quality/ specification. No claim whatsoever shall be entertained on account of loss of weight due to moisture or on quality grounds. The bidder/buyer shall have to satisfy themselves regarding the quality of Rock phosphate 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.

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

12.10 MPSMCL / MSTC Limited reserves the right to cancel the sale of Rock phosphate under this e-Auction 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.

12.11 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.

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

12.13 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, stoppage of work by any Government order, 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.

12.14 CONDUCT DURING DELIVERY: Bidder/Buyer shall solely be responsible for movement and proper behavior of their deputies, agents, and laborers within MPSMCL 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 MPSMCL Limited, in this regard shall be final and binding.

12.15 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's office.

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

12.17 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 Rock phosphate Project premises or at the place of work and the bidder/buyer will make available 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/Rock Phosphate.

12.18 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 Rock phosphate Project premises. MPSMCL reserves its right to stop the delivery work, if it is carried out in an unsafe manner.

12.19 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.

12.20 The authorization for the men and material has to be obtained from the MPSMCL's authorized officer.

12.21 The buyer shall observe all statutory and safety measures. The suggestions given by the Mines Manager/Authorized official of 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.

12.22 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 deemed fit by MPSMCL /MSTC.

12.23 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.

12.24 Removal, loading and transportation of Rock phosphate will be allowed with the specific permission obtained from MPSMCL's officers authorized by Meghnagar Mines MPSMCL. The safety precautions and procedures shall be stringently followed by the buyer.

12.25 No Delivery of material will be given on holidays observed by MPSMCL. All deliveries will commence from 7:00A.M. and close at 3:00 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 authorized by the officer-in-charge of Meghnagar Weighbridge 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 Manager Meghnagar Mines MPSMCL and their permission is to be obtained. If the bidder/buyer comes without prior written intimation and permission as above, the MPSMCL Ltd 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 Rock phosphate, 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 Rock phosphate 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.

12.26 The material will be delivered only to the successful bidder/buyer or to 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.

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

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

12.29 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.

12.30 In case, the bidder commits any mistake of whatsoever nature and due to any reason while bidding during the e-Auction process, no relaxation of any sort shall be entertained by MPSMCL and action as per terms & conditions of this auction to forfeit the security deposit shall invariably be made as the case may be.

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

Cancel the contract with immediate effect for the materials under the contract not taken delivery of, by the bidder as on that date, in which case the Pre-Bid EMD/Security Deposit and EMD along with the balance payment (if paid, any), will stand forfeited.

AND/OR

Retain and / or adjust, recover from bidders any amount lying with MSTC / MPSMCL to the bidders credit either under this contract or any other which may at any time become payable / refundable to the bidder either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by MSTC/ MPSMCL in selling the materials under contract not taken delivery of, by the bidder at bidders risk and costs. Even after such recovery / adjustment by MSTC / MPSMCL from bidder any amount as mentioned above lying with MSTC / MPSMCL, if any further amount is still found payable / refundable by the bidder, the bidder shall pay the same to MSTC/ MPSMCL on demand without any objection or demur.

12.32 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.

12.33 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.

12.34 ARBITRATION: In the event of any dispute and/or difference arising between the Bidder/Buyer and/or their Agent as to the construction,

interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the Managing Director of MPSMCL and if Managing Director does not resolve in 15days then such disputes and/or differences shall be referred to the Arbitration. The Arbitrator shall be appointed by the Managing Director of MPSMCL.

12.35 Court Jurisdiction: The jurisdiction of the court shall be at BHOPAL only for any legal matter.

NOTE : After the submission of bid(s) by the Buyer, a presumption would be drawn that the buyer has inspected the material and has satisfied himself about the nature, quantity ,quality, other technical specifications, taxes-duties and legalities prior to the e-auction. No complaint, whatsoever, on the points referred above, would be entertained after the submission of the bid.