

| Auction Details | |
|-------------------------|---|
| Auction No | MSTC/BPL/THE M P STATE MINING CORPORATION LIMITED/3/BHOPAL/16-17/7765[123220] |
| Opening Date & Time | 29-08-2016::11:00:00 |
| Closing Date & Time | 29-08-2016::15:00:00 |
| Inspection From Date | 20-08-2016 |
| Inspection Closing Date | 27-08-2016 |

| 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 | ashutoshtemle@gmail.com |
| Contact Person | Ashutosh Temle |

| LOT NO[PCB GRP]/LOT NAME | LOT DESC | QUANTITY | ED/(ST/VAT) | 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 par or above the Starting price as displayed in the auction on floor and exclusive of royalty, NMET, DMF, Cess , Vat, Loading charges and interest etc. if applicable. | 20000 MT | As Applicable / 0% | Meghnagar, Distt. Jhabua State :Madhya Pradesh |
| Total No of Lots = 1 | | | | |

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.

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: FOR PARTICIPATION IN THIS AUCTION BUYERS MUST SUBMIT A PRE-BID EMD @ RS. 100/- PER MT FOR A MINIMUM QTY. OF 500 MT (i.e. A BIDDERS HAS TO DEPOSIT A MINIMUM PRE-BID OF RS.50,000/-) WITH MSTC THROUGH E PAYMENT GATEWAY BY RTGS/NEFT ONLY LATEST BY 26/08/2016.

II. ELIGIBILITY CRITERIA: Interested bidders are required to submit documents pertaining to eligibility criteria as per Clause No. 3

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

| e-Auction Details | |
|---------------------------|---|
| e-auction Date | |
| e-auction Time | 11:00 A.M. to 13:00 HRS. |
| Supply period | 3 (Three Months) |
| e-auction Quantity | 20,000 MT |
| Starting Price | Rs. 1105 per MT |
| Pre-Bid EMD | Rs. 100/- Per MT (on or before DTD 26/08/2016) |
| Minimum Bid Qty. | 500 MT |
| Price Increment | In multiple of Rs.1/- Per MT |
| Qty. Increment | 50 MT |
| Payment Schedule | Successful bidders shall arrange to make payment for minimum 10% of the Total value within 15 days from the date of intimation as regards acceptance of price by MPSMCL/MSTC. The balance payment shall be made in three equal installments, each payable within first seven days of September, October and November 2016. Buyer will mandatorily ensure lifting of entire allotted materials within the stipulated supply period (i.e. 3 Months from 1st of September 2016) 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. |
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|--|--|
| | No RO will be released for material for which payment has not been received. |
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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 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 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) PRE –BID EMD at a rate of Rs.100/- PMT

(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 bidder 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.

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 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, NMET, DMF, CESS, Loading Charges, Sales Tax and interest, etc, if applicable.

5.4 Sales Tax / VAT shall be charged extra as applicable. 'C' forms are to be submitted in advance in the absence of which Release Order shall be issued at prevailing rate of CST 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 Starting price of this e-Auction shall be Rs. 1105 /- 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.1/- (Rupee One 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-bid 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) Preference 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) Preference 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) Preference 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) | Allocated Quantity (MT) |
|--------|----------|-------------------|-------------------|-------------------------|
| B | 9:40 | 100 | 8650 | 100 |
| F | 9:39 | 350 | 8600 | 350 |
| D | 9:36 | 300 | 8600 | 300 |
| A | 9:32 | 100 | 8600 | 100 |
| E | 9:34 | 100 | 8600 | 50 |
| C | 9:30 | 300 | 8550 | 0 |

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. All the rates equal to and above the rate decided by the Principal shall be accepted. 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 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 will be required to deposit Rockphosphate value with MPSMCL strictly as per Clause 7 of the terms of payment after the intimation by MSTC.

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

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

(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. Successful bidders shall furnish payment for minimum 10% of the Rock phosphate value within 15 days from the date of intimation by MSTC (subject to approval by MPSMCL).

NOTE: The balance payment shall be made in three equal installments, each payable within first seven days of September, October and November 2016.

Buyer will mandatorily ensure lifting of entire allotted materials within the stipulated supply period (i.e. 3 Months from 1st of September 2016) to avoid forfeiture of Security Deposit. Though MD, MPSMCL reserves the right to alter/extend the supply period. Buyer will also submit their material lifting plan well in advance to the authorized person of MPSMCL at Meghnagar for procedural convenience.

b. The total quantity offered in this e-Auction will have to be lifted by successful bidder upto 30.11.2016 or extended period as per 7.1.a . Failure to do so shall result in forfeiture of security deposit @ Rs 100/- per MT by MPSMCL for the unlifted quantity as per clause 10.

c. 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.

7.2 The security 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 'Security Deposit' for performance of the bidders towards completion of the said transaction.

7.3 Refund of Security Deposit: The security deposit would be refunded to the successful bidder, 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 'Security 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.). Release 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 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, Dist. Jhabua

(8) Procedure of Rockphosphate Delivery

8.1 MPSMCL shall issue separate Release 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 Sale / Delivery Order mentioning the destination and the Release Order issued by MPSMCL would indicate the same accordingly along with the destination.

8.2 The delivery period to complete the lifting of the entire bid quantity shall be before 30.11.2016 or extended period, if any. Rockphosphate sold, but not lifted within the specified delivery period 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 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 our 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 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 @ Rs.100/- per MT for the unlifted quantity would be forfeited.

10.2 If the Buyer denies taking the material in writing after issuance of Release Order, security deposit @ Rs. 100/- per MT equivalent to the unlifted quantity shall be forfeited.

(11) Refund of Rockphosphate value: The balance Rockphosphate value of the unlifted quantity after the expiry of the validity period for supply of Rockphosphate and completion of required commercial formalities shall be refunded subject to forfeiture of security deposit if required, in terms of the forfeiture clause as above.

(12) ROYALTY, TAXES AND DUTIES:

12.1 The Bidders Should Give Their Bids Exclusive Of Royalty, NMET, DMF, Loading Charges, sales tax and interest, etc, if applicable. Royalty/Sales Tax/Tax Collection at source as per the prevailing tariff wherever applicable at the time of delivery on the sale of material covered under e-Auction shall be borne by Successful Bidder/Buyer.

12.2 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.

12.3 Any revision in duties, taxes, levies, statutory dues 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.

13.3 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.

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.

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 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.

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

13.14 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.

13.15 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 Labour Laws and Rules, Factory Act, Provision of EPF Act 1951 and MPSMCL's Security and Safety Rules as applicable.

13.16 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.

13.17 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.

13.18 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.

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

13.20 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.

13.21 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.

13.22 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.

13.23 - NIL

13.24 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.

13.25 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.

13.26 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.

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

13.28 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.

13.29 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.

13.30 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.

13.31` 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 @Rs 100 per MT for the un-lifted quantity in part/full shall invariably be made as the case may be.

13.32 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 being 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 by the bidder as on that date, in which case the Pre-Bid EMD/Security Deposit will stand forfeited.

13.33 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.

13.34 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.

13.35 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 Arbitration. The Arbitrator shall be appointed by the Managing Director of MPSMCL

13.36 Court Jurisdiction: In the event of dispute after arbitration, either of the parties may go to court whose jurisdiction will be at Bhopal in the state of Madhya Pradesh only.