

**ON LINE FORWARD AUCTION NOTICE**

1. The following material/product is available for sale on **FOR basis** to **domestic end users and exporters (who will export)** through online forward auction process from NMDC-VISAKHAPATNAM- ANDHRA PRADESH on **“AS IS WHERE IS BASIS”**. The contract period is 45 days from the date of issuance of acceptance /offer letter.

S.no.	Lot No.	Product description and Indicative specifications	Quantity(Tons)	Bidding Basis	Auction Date/Start Time
1.	Single	Retrieved Lump Iron Ore: Fe : 63.29% SiO <sub>2</sub> : 4.64% Al <sub>2</sub> O <sub>3</sub> : 2.62% P : 0.04% S : 0.014% Max Moisture : 8% Max Size : -10MM : 31.71% +150MM : 12.10%  Location of Availability : VPT/EVTL Mechanical Iron ore stock piles and NMDC Screening plant	1,00,000 (+/- 10%) at Seller's option	Ex Stock : VPT/EVTL Mechanical Iron ore Stock piles and NMDC screening plant	19/01/2018  3.00PM to 5.00PM  (Provided no bid is received during the last 05 minutes)

**The bid value quoted shall be the basic price in Rs per WMT for the material/product. Any other statutory duties, levies, taxes, cess, GST, etc. applicable at the time of supplies or that may be introduced in future will be extra and are payable by the successful bidders. VPT environmental fee, if any will be payable by the successful bidder.**

**Last date of submission of EMD and on line forward auction (OFA) documents: up to 2.00 pm on or before 19/01/2018.**

**Auction Date: 19/01/2018  
Start Time: 3.00 PM (as Indicated above)**

2. GST as applicable and any other taxes, cess etc to this sale shall be paid by the BUYER. Any other duties that may be changed at any time by the Customs / Excise authorities, the incidence of which is attributable to this transaction, shall also be paid by the BUYER within the specified time. **BUYER further undertakes to indemnify the SELLER against any losses the latter may sustain to the extent of BUYER'S failure to take prompt action as mentioned above.**
3. Customers intending to participate in the Online Forward Auction (OFA) would be required to submit the following documents to M/s MSTC Limited. The last date and time of submission of EMD and OFA documents as mentioned in Clause 1 above.

- i) **PRE-BID EMD:** The Bidders who wish to bid in this e-auction should submit Pre-Bid EMD for each e-auction LOT (as per auction catalogue) through e-Payment Gateway only, accepted till 14.00 hrs (IST) on the date of e-auction.

The Bidder(s) who intend to participate in e-auction should remit through MSTC's e-Payment Gateway by logging with their user id & password on [www.mstcecommerce.com](http://www.mstcecommerce.com) as detailed below:

-  
SELECT **E-PAYMENT** FROM THE LIST APPEARING ON LOGIN -> CHOOSE PAYMENT TYPE OPTION AS **"PRE-BID EMD"** FROM THE DROP-DOWN MENU

-> CHOOSE SELECT REGION AS **"HYD"** -> CHOOSE CORRECT **E-AUCTION NUMBER** FROM THE DROP DOWN MENU -> CHOOSE **LOT NUMBER** FOR WHICH BIDDER INTENDS TO PARTICIPATE AND SELECT ANY ONE OPTIONS FROM NET BANKING OR **RTGS/NEFT**.

**THE BIDDER(S) MUST COMPULSORILY INTIMATE THE DETAILS OF PAYMENT MADE THROUGH E-MAIL TO J. AKHTAR, Sr.MANAGER (MSTC) AT [jakhtar@mstcindia.co.in](mailto:jakhtar@mstcindia.co.in) GIVING THE FOLLOWINGDETAILS:**

**(1) MSTC E-AUCTION NUMBER (2) NAME OF BUYER (3) BUYER REGISTRATION NUMBER (4) UTR/TRANSACTION REF NO (5) DATE OF TRANSFER (6) NAME OF BANK (7) NAME OF BRANCH (8) CITY (9) LOT NO.**

# Bidders who remitted Pre-Bid EMD using e- Payment Gateway by way of RTGS/NEFT should communicate MSTC Limited, Hyderabad in writing through Mail/Fax along with UTR Form duly attached, failing which they will not be allowed to participate in the e-auction. In any case, the pre-bid deposits remitted either RTGS/NEFT transfers after the due date/time (Amount has to be reflected in MSTC a/c statement) as above will not be accepted and Bidders will not be activated for participating in e-auctions. It is to be noted that "No payment by any third party on behalf of the successful bidder/bidders shall be accepted". No interest shall be payable on the Pre-bid Deposit.

# In case the successful bidder fails to come forward and purchase the material as per the terms mentioned in this e-auction, the Pre-Bid EMD amount of such bidder will be forfeited and the said amount shall be transferred to NMDC.

# The Pre-Bid EMD does not carry any interest.

#The Pre-Bid EMD of un-successful bidders will be refunded as it is after the e-auction within 7 (Seven) days by MSTC.

- This E-Auction sale is governed by the **GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND THE TERMS OF ONWARD FORWARD AUCTION NOTICE (OFA)** of the e-auction. In case of any conflict or difference among any provisions of GTC, BSTC & OFA, the provisions of OFA will supersede others in the particular e-auction.

The ONWARD FORWARD AUCTION NOTICE appearing on the day of e-auction under VIEW LIVE E-AUCTION are final and which may be downloaded.

E-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only.

The EMD amount is as given below:

Product	EMD amount for a lot of 1,00,000 WMT on Ex Stock Basis
Retrieved Lump Iron Ore	Rs. 50/- Lakhs (Rs. Fifty Lakhs only)

In case of successful bidder, the EMD amount will be converted as Security deposit till the successful completion of Contract (Lifting). The EMD will be returned to the unsuccessful bidder after the auction is completed. The EMD/Security Deposit will not carry any interest.

- ii) Online forward auction notice duly signed and stamped on every page.
  - iii) A letter of intent duly signed and stamped - **Annexure A**
  - iv) Terms and Conditions of sales through Online Forward Auction (OFA) signed and stamped on every page - **Annexure B**
  - v) Bidders who are end-users need to submit **Annexure-C** from whom TCS will not be collected, else it will be presumed that bidder is not an end user and applicable TCS will be collected along with advance amount
  - vi) **Valid GST registration certificate.**
  - vii) If material is to be procured for export purpose, attested copies of Export House certificate issued by DGFT or Valid trading license obtained from concerned statutory authority. For export, the firm has to give an undertaking that the material purchased will be used for export only. Before arrival of vessel and after completion of vessel loading the firm has to submit the copy of export documents like shipping bill and bill of lading etc.
  - viii) In case of domestic/[Export](#) buyers, GST, as applicable at the time of dispatch would be applicable.
  - ix) General Rules & Regulations governing conduct of online auctions on the service provider platform signed and stamped on every page. **Annexure D.**
  - x) As per the IBM Circular No T-45014/CGBM/91-98 Dated 23.02.2011, any person or company engaged in trading or storage or end user or export of minerals mined in the country is required to be registered with the Indian Bureau of Mines in Form "M". Hence copy of registration number issued by IBM needs to be submitted.
4. The material is offered on Ex-Stock pile basis. Loading in to trucks and transportation is to be arranged by the successful bidder
5. The firm has to transport / despatch the material through vessel or railway rake at VPT after lifting the material from NMDC stock piles on Ex- stock pile basis.
6. M/s MSTC Limited will activate the user ID and password to each such eligible bidder.

**NOTE:** It is the responsibility of the willing parties who have submitted documents expressing interest to participate in the particular Online Auction, to go through the requirements and submit

all documents as per conditions mentioned in this auction document. Hence the parties are advised to carefully go through the requirements of this auction document and submit all relevant information. Any deviation to the requirements of this auction document (lack of information etc) will be construed as conditional and measures as decided by NMDC will be applicable. The decision of NMDC in this regard will be final and binding on the bidder.

7. As it is a retrieved cargo, no transport permit will be issued by NMDC.
8. Before actual participation, the bidders may obtain necessary help from the service provider, M/s MSTC Limited so as to enable them to participate in the online forward auction process without any difficulty.
9. Final bids given by the bidders in the online forward auction should be kept valid for **20 (twenty)** working days from the date of conduct of online forward auction for acceptance by NMDC.
10. If for any reasons NMDC could not supply the material/product offered through the online forward auction or part thereof cannot be delivered, the liability of NMDC will be limited only to refund of proportionate amount paid by the customer as applicable for the quantity not delivered along with security deposit.  
***Moreover, NMDC shall not be in any way held responsible for the consequences arising out of buyer's dealing /contract or any arrangement with third party based on supplies from NMDC***
11. The sale of material/product shall be governed by NMDC Terms and Conditions of sale through online forward auction and online forward auction notice, **Annexure B. It may be noted that it is the sole responsibility of the bidder to follow up with Department of Mines and Geology or any other agency as per Clause 19 of Annexure B for obtaining the permits if required.**
12. NMDC reserves the right to withdraw from the sale after advertising or after issue of sale order/offer letter/acceptance letter of any quantity of the material without assigning any reasons thereof to the customer.  
NMDC will not be responsible for any damages/loss what so ever to the customer on account of such withdrawal.
13. NMDC reserves the right to defer or pre-pone or cancel the e-auction mentioned in OFA at its sole discretion.
14. Conditional bids will not be considered.

The e-auction will be conducted through the site [http:// www.mstcecommerce.com](http://www.mstcecommerce.com). Auction document containing terms and conditions of the auction maybe obtained/downloaded from any of the following websites: <http://www.nmdc.co.in> or [http:// www. mstcindia.co.in](http://www.mstcindia.co.in)

For registration and submission of documents please contact any of the numbers of **M/s MSTC Ltd.** as given below.

**KOLKATA:**

225-C, A.J.C. Bose Road, Kolkata-700020

**Contact No. :** (033) 2290-0964, 2287-7557 / 0568 / 7716/9627/7568

**MUMBAI :**

607-608 Raheja Centre, Nariman Point, Mumbai-400021.

**Contact No. :** (022) 2288 6261 / 22823767 / 22872011 / 22822789/(022) 2202 2296.

**NEW DELHI :**

30/31A Jeevan Vikas Building ,  
1st Floor, Asaf Ali Road ( Opp. Hamdard) New Delhi-110002.

**Contact No. :** (011) 23214201, 23213945.

**CHENNAI:**

Leelavati Building, 2nd Floor, 69, Armenian Street, Chennai-600001.

**Contact No. :** (044) 2521 9004, 2522 2842, and 2523 1584.

**BANGALORE:**

Ranka Chambers, 1st Floor, 31, Cunningham Road, Bangalore-560052.

**Contact No. :** (080) 2225 6367, 2226 0054, 22266417.

**VISAKHAPATNAM:**

6th Floor “ Jeevan Prakash” LIC Building, Jeevitha Bima Road, Visakhapatnam-530004.

**Contact No. :** (0891) 274 6948, 270 1066.

**HYDERABAD:**

Akash Ganga Complex, Office No. 201, 2nd floor, Door No. 6-3-635 & 637, Khairatabad Hyderabad - 500004

**Contact No:** (040) 23301039

**VADODARA:**

21, Kamalanjali Apartment, 2nd Floor, Opp. Tube Company, Old Padra Road, Akota, Vadodara- 390020.

**Contact No. :** (0265) 2339 672, 2310 629.

**BHOPAL:**

76-77, Maharana Pratap Nagar, Zone II, Bhopal-462001. **Contact No. :** ( 0755) 2552241.

**The Online Auction will be done as per the following methodology:**

***The total quantity will be allotted to highest bid price.***

**LETTER OF INTENT**

To

The Regional Manager ,  
NMDC Ltd,  
VISAKHAPATNAM

Through: M/s MSTC Limited.

Ref: Online Forward Auction vide Auction Notice No. OFA No: COM-XX(18)/2017-18 DATE:  
06/01/2018.

Dear Sir,

1. We \_\_\_\_\_ are interested in participating in the Online Forward Auction notified vide your notice under reference, for \_\_\_\_\_  
Ex \_\_\_\_\_
- (2) We are hereby submitting EMD of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) through RTGS as per the details mentioned at Sr. No. 3(i) above for participating in the above mentioned Online Forward Auction as per details below: -

<b>Product Descriptions &amp; Indicative specifications</b>	<b>Earnest Money Deposit, Rs.</b>
Retrieved Lump Iron Ore: Fe : 63.29% SiO <sub>2</sub> : 4.64% Al <sub>2</sub> O <sub>3</sub> : 2.62% P : 0.04% S : 0.014% Max Moisture : 8% Max Size : -10MM : 31.71% +150MM : 12.10%  Location of Availability : VPT/EVTL Mechanical Iron ore stock piles and NMDC Screening plant	

- (3) We agree to abide by all the instructions contained in the above indicated Online Forward Auction (OFA) notice, your terms and conditions of sales and General Rules and Regulations governing conduct of online Auction on the Service provider's platform/ website.
- (4) I/We understand that my/our bid in an e-selling event would be construed as my/our acceptance to the 'NMDC's terms and Conditions of the sale, General Rules & Regulations governing the conduct of Online Auctions on the Service Provider Platform, Auction Notice. I/We understand that if our bid is accepted by the service provider, and approved by NMDC, I/We are obliged to complete the transaction and abide by all Terms & Conditions mentioned in this auction document.
- (5) As it is a retrieved cargo, no transport permit will be issued by NMDC.

- (6) I/We agree that I/we have been provided training by service provider in order to participate in Online Forward Auctions. I/We agree to update ourselves regarding any changes made to the catalogue from the website of the Service Provider/NMDC and bid accordingly.
- (7) I/We request service provider to allot User-id and password to me/us and activate the same to participate in the above mentioned online forward auction.
- (8) I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that Service Provider and NMDC shall not be held responsible in any way for any losses that may be suffered by me /us as a result of disclosure of the password to any other person by me.
- (9) I/We understand that my/our inability to participate in an e-selling event due to disruption of my /our internet services, or due to bandwidth problems with my/our local internet service providers are beyond the control of the Service Provider or NMDC.
- (10) **In the event of any failure on our part to comply with all or any of the Terms & conditions regarding the online forward auction, I/We irrevocably agree for the forfeiture of our security deposit and/or earnest money deposit.**
- (11) **I/We also agree that NMDC is not bound to accept the highest or any bid or to assign any reason for such non-acceptance.**
- (12) I/We are providing the following details to you:-
- a) **NAME & ADDRESS OF THE FIRM:**
  - b) Name of the Contact Person:
  - c) Telephone/Cell phone numbers:
  - d) FAX No
  - e) E-mail ID
  - f) Bank name
  - g) Branch name
  - h) Branch address
  - i) Branch telephone no:
  - j) Account type
  - k) Account no.
  - l) IFS Code of the Bank:
  - m) Amount of EMD submitted:
  - n) Other documents required by NMDC, if any

Yours faithfully

Signature of Authorized Person

(Name of the person signing)

For M/S \_\_\_\_\_

**(With Company's Seal)**

Place:  
Date:



NMDC LTD.  
(A Govt. of India Enterprise)  
Registered Office: 10-3-311/A, Khanij Bhavan, Castle Hills,  
Masab Tank, HYDERABAD-500028  
Phone No: 23538713-21 / 23538723, 23538760, 23538761 Fax No: 23538769/23538711

**Invitation to online forward auction for sale of Iron Ore lump ROM from NMDC- VPT stockpiles**  
**Visakhapatnam, Andhra Pradesh**

OFA No: COM-XX(18)/2017-18

DATE: 06/01/2018

NMDC Limited, Hyderabad (herein after called NMDC) intends to offer for immediate sale of **Retrieved Iron Ore Lump to domestic end users and exporters (who will export)** as mentioned at

**S.No.1 of ONLINE FORWARD AUCTION NOTICE** on the following terms and conditions /clauses

1. **Product & Indicative Specifications:**

Specifications (weighted average) are only indicative. Therefore, firms may satisfy themselves about the quality specifications of the product (Chemical and Physical) and acquaint themselves with other operational aspects relating to logistics etc. (without in any manner causing any hindrance to the operations of NMDC) before bidding. If bidder wishes they can collect **approx. 50Kg** of representative samples from a designated place in consultation with the Regional Office, NMDC, Vizag. NMDC will not have any binding on the results so obtained from the samples collected. However, for the purpose of collecting of samples the In-charge Officer of the Regional Office, Vizag can be contacted and the same can be collected as per his guidance.

2. **Quantity:** The **retrieved lump ore** as mentioned at **S.No.1 of ONLINE FORWARD AUCTION NOTICE** is intended to be offered for disposal **within 45 days** from the date of issuance of Acceptance /offer letter. The Quantity tolerance is +/- 10% at seller's option or limited to the actual quantity loaded.

NMDC reserves the right to deliver or cancel any unexecuted quantity against the booking after expiry of the contract. The Quantity tolerance is +/- 10% at seller's option.

3. **Rate.** The rates quoted in **Indian Rupees per Ton on Ex-Stockpile basis** shall be **exclusive** of GST, other taxes, cess etc. applicable at the time of supplies or that may be introduced in future will be extra and payable by the bidder.

*This rate should be valid for **20 (twenty) working days** from the date of online auction for acceptance by the NMDC. Once the rate is accepted by the NMDC the price shall remain firm during the period of contract.*

4. **Payment:** Payment for **50% of the allotted quantity** shall be made in advance either in the form of Demand Draft/RTGS **within 15 days from the date of issuance of acceptance letter** and balance **50% of the allotted quantity within 30 days from the date of issuance of acceptance /offer letter. However, it may be noted that in case of RTGS payment, the amount should be transferred from the successful bidder's bank account only and not from any other account.**

The advance amount shall include the bid value, GST, statutory duties, levies, taxes etc. In addition to the above, the party has to deposit @ Rs. 100/- per tonne to meet the variance in taxes etc. which may arise in future.

Bidders who are end-users need to submit **Annexure-C (on Rs.100/- stamp paper)** from whom TCS will not be collected, else it will be presumed that bidders are not end users and applicable TCS will be collected along with advance amount.

All payments are to be made in the form of RTGS / **irrevocable sight LC/ Demand Draft** in favour of NMDC Ltd. drawn on a Scheduled Commercial / Nationalized bank payable at Visakhapatnam. Bank charges if applicable shall be borne by the successful bidder.

Failure to deposit above payments within the stipulated period as per acceptance/offer letter may result in termination of contract without any notice to the successful bidder and forfeiture of SD/ EMD as the case may be.

All such payments would be non-interest bearing and would be adjusted against the material value dispatched from time to time.

In the eventuality of buyers failing to lift the entire allotted quantity within the contract period, the entire security deposit will be forfeited. (Refer Clause-9 of Annexure –B).

#### 5. **Price Adjustment:**

The supplies made under this contract will be with indicative specifications (Chemical, Physical and Metallurgical) only. No bonus/penalties, price adjustments will be applicable as material is offered on Ex-stockpile **“AS IS WHERE IS BASIS”**.

#### 6. **DETERMINATION OF WEIGHT**

The quantity lifted will be arrived as follows: -

The material is to be lifted by the firm on ex-stock pile basis. The quantity lifted will be arrived as per the weighment sheet recorded at nearest VPT approved weighbridge and accepted by NMDC. NMDC representative will witness and certify the weight at weighbridge. The weight recorded by the VPT approved weighbridge is final for all purposes including invoicing purpose. Weighment charges are to be borne by the buyer. After completion of truck weighment only, the truck will be allowed to move either for rake loading or vessel loading. Transportation of the material from the stockpiles through trucks has to be arranged by the successful bidder at his own cost. Loading into the trucks is also the responsibility of the buyer and loading charges also have to be borne by the buyer.

#### 7. **Delivery of Material:**

The product shall be delivered on Ex stock pile i.e NMDC VPT stockpiles. The delivery of material/product shall be as per the terms of Delivery Order issued and also strictly as per the instructions / delivery programme given by NMDC, Vizag Office from time to time. As the supplies are on Ex Stock pile basis, bidder shall intimate the NMDC Visakhapatnam Office immediately after making payment for the quantity allocated. It shall be the sole responsibility of the successful bidder to follow up with Railways and complete all the formalities as required for placement of rakes/Vessel loading and transportation.

- 7.1 The buyer is not permitted to segregate the material and have to lift the material stockpile-wise as per the instructions of NMDC site In-charge.
- 7.2 Buyer shall arrange to cover the cargo properly with tarpaulin in order to prevent any spillage of the material during transportation. He shall ensure proper coverage of cargo before the rake leaves. However, buyer shall solely responsible for any issues arising out of any such spillages.

- 7.3 **NMDC shall not be responsible for any demurrages, punitive charges, detention charges, handling loss or any other consequential losses arising due to rake loading as the sale is on ex stockpile basis.**
- 7.4 The extension of the due date for lifting the material is at the sole discretion of NMDC LTD considering merit of the case.

8. **Contract period:**

The contract shall remain valid for a **period of 45 days from the date of issuance of Acceptance/offer letter by NMDC.** To lift the contracted quantity under this contract the successful bidder is given 45 days time from the date of issuance of acceptance / offer letter by NMDC. **Time is the essence of this contract. The time period given is firm and fixed.**

**The bidders on their own interest are advised to acquaint themselves with the local conditions/logistics to avoid delay in getting supplies from NMDC and also resultant penalties. Ignorance of ground realities is of no excuse for non-performance of this contract.**

9. **Security Deposit:**

*The EMD of the successful bidder shall be converted into security deposit. The amount deposited as security deposit will not carry any interest.*

The security deposit will be returned only after satisfactory performance of contract of sale upon written request from the successful bidder. In case NMDC is held liable to pay any claims to outside agencies due to lack of diligence, skill or care in the performance of duties of the successful bidder, such claims will be recovered from the security deposit. If the amount of such claims exceeds the SD amount, the differential amount shall also be paid by the successful bidder.

The Security deposit will be forfeited in case successful bidder fails to comply with all or any of the Terms & conditions regarding the online forward auction or to lift allocated quantity within the contract period.

10. **Validity of offer:** The bid quoted should remain valid for acceptance by NMDC within the specified number of 20 days from the date of conduct of auction as stipulated in the notice for auction through internet.

11. **Bidding:**

Prospective buyers should give their offer **for the entire lot.** Offer for part quantity of a lot will not be accepted. The bidders have to bid for the Per Ton price.

12. **Acceptance of offer / Sale order/Acceptance Letter**

A contract shall be deemed to have been concluded between successful bidder and NMDC upon acceptance of the bid by NMDC in writing.

When a bid is accepted by NMDC, the successful bidder shall be notified by an "Acceptance/offer Letter" which will be dispatched by post / courier / fax / email or handed over to the authorized representative of customer. This will indicate relevant details viz. description of goods, quantity, accepted rates and last date of making payments/ completing commercial formalities and other terms and conditions of supplies etc.

**13. Transferability of Contract:**

The bidding firm cannot assign or transfer the contract or any part thereof to anyone else. They do not have the right or power to appoint any person(s) or firm(s) to perform the agreement on behalf of the bidding firm.

**14. Right to Terminate:**

If the successful bidder fails to perform the contract as per terms and conditions as stipulated in our acceptance of offer/OFA, NMDC reserves the right to terminate the contract with immediate effect and forfeit the Security deposit. Consequential losses and additional expenditure, if any incurred by NMDC to carry on operations or for making alternative arrangement for the balance period of agreement would be to the account of the successful bidder. NMDC shall have the right to recover the losses / expenditures from the security deposit of the firm to the extent possible. The successful bidder shall also replenish the amount paid if any, in addition to the amount recovered from the security deposit.

**15. General Conditions:**

- (i) The firm shall be responsible for fulfilling all the statutory / legal requirements pertaining to the work, operation and movement of the products and acceptance of the tendered work is deemed that the bidder is well conversant of the applicable Rules, Regulations and By-laws.
- (ii) All the persons employed in connection with fulfilling the contract shall be provided with necessary safety appliances like helmet, safety shoes, etc by successful bidder.
- (iii) Successful bidders shall be responsible for the damages to the property of NMDC as well as to any third party in the course of contract period if caused due to negligent act attributable to the successful bidder.
- (iv) Successful bidders shall keep NMDC indemnified against all claims and liabilities arising out of and during contract period. NMDC shall not be responsible for any loss or damage incurred by the successful bidders during the course of contract period. Any claim arising out of any accident or injury to any person engaged by successful bidders under workmen compensation act or any other act in this regard or any damages to the equipments or injuries to persons of the third party shall be the sole responsibility of the successful bidders.
- (v) The successful bidders shall comply with all the conditions of NMDC applicable to the subject work from time to time and shall abide by all prevailing Laws and Rules.
- (vi) Statutory Requirements: Bidding firms shall comply with and shall be responsible for fulfilling all the provisions under the Workmen Compensation Act 1923, ID Act 1947, Contract Labour (R&A) Act 1970, PF Rules / or any other similar enactment laws / labour Laws / Rules, etc in respect of all persons engaged by the successful bidders for contract period. The successful bidders shall indemnify NMDC and keep NMDC indemnified and harmless against all claims whatsoever in respect of the said personnel under the Workmen's Compensation Act 1923 or any other statutory modifications there of or otherwise in respect of any accident or injury sustained by any workmen or other person during the course of operation of work or any other liability shall be payable by the bidding firm and NMDC shall not in any way be responsible for the same. The bidding firm shall also comply with the provisions of the Contract Labour (Regulations and Abolition) Act, Provident Fund, Minimum Wages Act etc. and rules made there under from time to time by State / Central Govt. authorities.

**16. Other Conditions:**

- i NMDC is not bound to accept the highest or any other bid or to assign any reason for such non-acceptance. NMDC's decision in this regard shall be final and binding on all concerned.
- ii) Bidding documents are non-transferable.
- iii) Joint bids will not be considered.
- iv) Any information submitted by the bidder found to be incorrect on subsequent verification shall be met with termination of contract, besides other legal remedies.
- (v) The bidders shall carefully examine the bid document and other details relating to the work and acquaint themselves fully with all the conditions and matters which may in any way affect the work/contract.
- (vi) The bidders shall be deemed to have obtained all information as to risks, responsibilities and other circumstances which might influence or affect their bids and the progress and performance of the contract and have taken into account all such conditions and matters that may affect the work / contract.
- (vii) The bidders shall acquaint themselves with the local conditions and shall also at their option visit the site and its surroundings and carefully examine and satisfy themselves about the existing site conditions, availability of local facilities, means of transport, etc., and quote the rate taking into consideration all such conditions and matters which may in any way affect the work/ contract.
- (viii) The bidders shall be deemed to have acquainted themselves with all prevailing applicable Laws, Regulations, Taxes, Levies and other charges relating to the work / product.
- (ix) Any negligence or omission or failure on the part of the bidding firm in obtaining necessary and reliable information upon the foregoing or any other matter affecting the bid shall not absolve them of any risk or liabilities or responsibilities for performance of contract.

**17. Title and Risk of loss, damages etc:**

The title or ownership of the material/products sold shall continue to be with NMDC till NMDC realizes the entire value of the sold quantity.

The risk of the material sold shall stand passed on to the buyer on loading of the material/products in to the Truck within the contract period / delivery period i.e. 45 days from the date of issuance of Acceptance/offer letter by NMDC.

**18. Arbitration:**

In the event of any dispute or differences between NMDC and the bidders/ successful bidder, such dispute or difference shall be resolved amicably by mutual consultation. If, however, any dispute or difference remains unresolved, the same shall be settled by arbitration by referring the claims to the sole Arbitrator to be appointed by the Chairman-cum-Managing Director/Chief Executive (designated by any other name) of NMDC, who shall be the appointing authority of the sole Arbitrator.

The venue of arbitration shall be Hyderabad, Telangana and the cost of the arbitration shall be as decided in the arbitration award. No court shall have the jurisdiction to settle any dispute in view of this arbitration clause. The award of such arbitration shall be binding on both the parties.

Subject to above, the arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 of India.

**19. Special Conditions:**

- a. Permit, if required, for transportation of product from VPT/EVTL mechanical Iron ore stock piles and NMDC screening plant shall have to be obtained by the successful bidder from the Forest Department/Department of Mines & Geology/any other agency. All the necessary statutory charges if any, have to be paid by the successful bidder. Following up of such application till grant of permit is the responsibility of the successful bidder.
- b. It is the sole responsibility of the successful bidder to follow up with Forest Department/Department of Mines & Geology/any other agency to obtain permit and ensure that the material is lifted within the stipulated time frame as mentioned in the acceptance /offer letter. NMDC shall not in any way be responsible for any delay in obtaining the said permit. It is in the interest of the successful bidder to follow up and obtain the permit from the concerned agencies in time in order to avoid forfeiture of Security Deposit.
- c. The vehicles transporting the product should be covered tightly with tarpaulin compulsorily before leaving the stock pile.

**20. Dealings with NMDC Long-Term Customers:**

Successful bidders shall not trade or sell or have any arrangements whatsoever including the third party funding arrangement etc., with the long-term customers of NMDC.

**21. Violation of Terms and Conditions:**

In case of violation of any of the terms and conditions, NMDC shall have absolute right to stop supplies without reference to the buyer at its sole choice. Option to stop supplies is reserved by NMDC, besides suing the buyer for its/his default.

I/We have read and understood the conditions of the tender as detailed out above (page 01 to 19) and as a token of my / our acceptance of the same without any alterations and modifications, I/We affix my/our signatures below:

Authorized Signatory for tendering firm with seal and date

Place :

Date :

Witness1.

Witness2

**AFFIDAVIT**

I,.....,

s/o..... ,

working as ..... with ..... (Name of the company)

do solemnly affirm and state as follows:

1. That I am an employee on the rolls of the Company and am fully conversant with the activities and operations of the Company;
2. That I am authorized to sign and submit this Affidavit;
3. That..... (Company's name) is the owner of ..... Plant located at .....(place).
4. That the Retrieved Lump Iron Ore being procured through e-auction on..... (OFA No./date) from NMDC VPT Stockpiles, Visakhapatnam would be used only in the said plant and that the same will not be re-sold.

.....  
Authorized signatory

Sworn and signed before me

Notary Public

**GENERAL RULES AND REGULATIONS GOVERNING CONDUCT OF ONLINE  
AUCTIONS ON THE “SERVICE PROVIDER” PLATFORM**

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**INTRODUCTION:**

This Online Forward Auction is being conducted for NMDC Ltd (hereinafter referred as the “**Client**”) on the Auction Platform of M/s MSTC Limited. (hereinafter referred as “**Service Provider**”).

The General Rules and Regulations provided herein govern the conduct of Online Forward Auctions arranged by “**Service provider**” on its Auction Platform. These rules cover the **roles and responsibilities** of the parties in the online Forward Auctions on the Auction Platform. **Acceptance in-toto to these General Rules and Regulations governing conduct of online auctions and General Terms and Conditions for Sale of Material/product from NMDC is a pre-requisite for securing participation in the online auctions.**

Prospective bidders are advised to read through the same.

**ROLE OF “SERVICE PROVIDER”**

1. “Service Provider” is the agency (operator) primarily providing the service of the forward auction to the “client”.
2. Finalization of the auction items in consultation with the client.
3. Defining of bidding rules for each auction in consultation with the client.
4. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules.
5. Input of the auction items and defining the bidding rule in the auction engine.
6. Enlarging the successful bidder base by introducing new bidders.
7. Collection of EMD, Letter of Interest etc from the willing bidders and forwarding the same to the client.
8. Providing access to the approved bidders to participate in the auction.
9. Summarizing the auction proceedings and communicate the outcome to the client.

The responsibility of fulfilment of the contract rests between the bidders and the client and the responsibility of the “Service Provider” shall be restricted to the extent of the services provided by them.

**ROLE OF BIDDER**

The role of the bidder is outlined below:

1. The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction
2. The bidder would be provided access to the auction through a “User ID” protected by a “Password”. The bidder needs to ensure that the “User ID” and “Password” are not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the “Service Provider” to keep their confidentiality. However, it would be bidder’s sole responsibility to ensure the security and privacy of the same and he/they would not hold the “Client” / “Service Provider” responsible in any manner whatsoever for any misuse of the user IDs and/or Password.



Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. Payment of EMD before the start of the forward auction will be one of the necessary conditions for participating in the auction.

3. Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine and at the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during online bidding shall render the bidders liable for penal action as deemed fit by “Client” / “Service Provider”.
4. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfil outlined obligations under the contract.
5. The bidders shall bid on the terms specified by the client & place their bids in the auction engine in the manner specified by “Service Provider”. The bidders shall not stipulate any conditions on their own unless the terms of the client (the client’s terms & conditions) expressly permit such conditions being stipulated by the bidder. Bids entered with conditions attached shall be considered conditional bids & “service provider” retains the right of rejecting these bids even without intimating the client.

## **BIDDING RULES**

The bidding rules refer to the information and terms defined specifically for a particular auction. The purpose of the bidding rules is to provide approved bidders with the information and terms specific to the auction in which they are bidding. This would include:

- Definition of the lot bidding
- Start Time and duration of the auction
- Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration
- Start Bid Price
- Specified Unit for bidding
- Price increments and any reduction in the price increment in the auction in the event of inactivity
- Other attributes (informational/non-negotiable in nature)

While it shall be the endeavour of “Service Provider” to specify these rules at the earliest for each online auction, the “Service Provider” shall retain the right to delay the announcement of these bidding rules or modify rules specified earlier at the time of the online bidding. These details would be available to the bidders on the Auction Engine at the time of bidding. Participation in the auction process presumes complete awareness and understanding of the bidding rules.

## **CONDUCT OF THE AUCTION:**

Only those bidders who have been approved by the “Client” and handed over stamped and manually signed “General Rules and Regulations governing conduct of online auction along with Letter of Interest, required EMD amount and other necessary documents to the “Client”/ “Service Provider” within the specified time will be given “Login ID” and “PASSWORD” to enable them view and participate in online auction.

The Auction shall be conducted on pre-specified date. The key terms pertaining to the conduct of auction such as “START TIME”, “DURATION”, “END TIME” AND “AUTO EXTENSION FACILITY” shall be specified separately for each auction.

“Service provider” retains the right to cancel or reschedule the auction with the approval of the Competent Authority of the Client on any of the following reasons:

- The number of confirmed bidders is deemed insufficient to conduct the auction.
- Some of the confirmed bidders are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
- There are no bids which are equal to or above Start Bid Price.
- Any other reason which in the opinion of “Service Provider” / “Client” requires such action to be initiated.

The duration of auction may also vary from the pre-specified period of time either on account of termination of the auction by “Service Provider” on the advice of the Client

Or

In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or the integrity of the auction process.

Or

Due to Auto Extension during the Auction, duration may increase from specified period.

In the event of any problems being faced in the smooth conduct of the auction, “Service Provider” with the approval of the Competent Authority of the Client, shall have the right to undertake one or more of the following steps:

- Cancellation/ premature termination of the auction with/ without a subsequent rerun of the auction on a mutually decided date
- Cancellation of a bid
- Locking / deactivate a bidder’s account (suspension of operations in the account), etc.

In case of failure of net connection, bidder will give his best price to the “Service Provider”. “Service Provider” will bid on behalf of the bidder with the minimum increment until the bid price reaches the best price offered by the bidder, by proxy bidding mechanism.

The best price communicated by the bidder will have to be authenticated by written confirmation or fax to the “Service Provider” and will be kept confidential between the “Service Provider” and the bidder. Bidder will be bound by the price offered.

#### **LIABILITY OF “SERVICE PROVIDER”**

“Service Provider” shall not be liable to the bidders participating in the auction or any other person(s) for:

- Any breach of contract by any of the parties in the fulfilment of the underlying contract.
- Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

While reasonable care and diligence will be taken by “Service Provider” in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/ bidders in accessing the Auction Engine and placing bids, etc. the bidders shall specifically indemnify “Service Provider” from all liabilities for any shortcomings on these aspects.

It is clearly understood that these activities are undertaken by “Service Provider” to assist the bidders in participation but the ultimate responsibility on all these counts lies totally with the bidders.

#### **RIGHT OF THE CLIENT (NMDC):**

**The Client (NMDC) reserves the right to partially or totally accept or reject any / all bids placed in the Online Auction without assigning any reason whatsoever. The decision of the client would be final and binding on the bidder in any such case.**

#### **CONFIDENTIALITY CLAUSE:**

“Service Provider” undertakes to handle any sensitive information provided by the client or confirmed bidders for the auctions conducted with utmost trust and confidentiality.

#### **JURISDICTION**

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of **Hyderabad High Court only.**

#### **Contact Persons:-**

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