

ON LINE FORWARD AUCTION NOTICE

1. The following material/product is available for sale on **FOT basis** to the end users through online forward auction process from NMDC- Donimalai, Bellary, Karnataka on **“AS IS WHERE IS BASIS”**. The contract period is 45 days from the date of issuance of acceptance letter.

Sl. No	Lot No.	Product Description & Indicative Specifications	Quantity (Tons)	Location	Bidding Basis	Auction Date/ Start Time
1	1 to 367	Iron Ore pellets Size: 6 to 16 mm: 90±1% Min -6MM 3.0% max, +16 MM 8.0% max Fe:64±0.5% Al ₂ O ₃ :3.0% Max SiO ₂ :4.5% Max Sulphur: 0.021% Max Phosphorous:0.055% Max CCS Kg/Pellet:230Min Tumbler Index: 93% Min Abrasion index: 6%	Total Qty. 36,700 T in lots of 100 T each	Donimalai Pellet Plant, Bellary, Karnataka	FOT* Donimalai Pellet Plant	03/11/2017 3.00 PM to 5.00 PM (provided no bid is received during the last 5 minutes)

(***Bidders intends to lift the material by rakes, Please refer clause no 7.6 in ANNEXURE B**)

The bid value quoted shall be the basic price in Rs per Ton for the material/product

Last date of submission of EMD and on line forward auction (OFA) documents: up to 2.00 pm on or before 03/11/2017

Auction Date:03 /11/2017

Start Time: 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) **EMD:** The bidder has to submit EMD for a lot of 100 T in the form of Demand Draft drawn on any Scheduled Commercial/Nationalized bank in favor of **“NMDC Ltd” payable at Donimalai/Hyderabad** before bidding. EMD amount for each lot is as given below:

	Product	EMD amount per lot of 100 T
1	Iron Ore pellets	Rs. 12500 (Rs. Twelve Thousand and Five Hundred only)

Bidders interested in participating for more than one lot need to submit EMD for the total number of lots they intend to participate in (e.g. If the bidders are interested in participating for Y no. of lots then the EMD will be EMD amount for the one lot x Y.)

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 bidders 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 have to submit end user declaration as per **Annexure C**.
- vi) Valid GST registration certificate.**
- vii) General Rules & Regulations governing conduct of online auctions on the service provider platform signed and stamped on every page. **Annexure D**
- viii) M/s MSTC Limited will activate a 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.

- 4. 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.
- 5. 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.
- 6. 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
- 7. 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**.
- 8. NMDC reserves the right to withdraw from the sale after advertising or after issue of sale order 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.

9. NMDC reserves the right to defer or pre pone the date of conducting e-auction mentioned in OFA at its sole discretion.
10. 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, Khairtabad 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 price bidding would consist a single stage.

2.1. In this stage of Online Auction, the bidders have to bid per ton price and the number of units they want to book at that price with a maximum limit of units for which bidders had provided Pre Bid EMD.

2.2. Methodology for the single stage online bidding is mentioned here under.

The above is illustrated below for unit wise bidding.

Assume that the total quantity available is 580 Units and customers bid for certain number of units at a certain price as illustrated in the following.

Bidder	Bid Time (Hr: Min)	Bid Quantity (no. of Units)	Bid Price (Rs/MT.)	Allocated (no. of units)
B	9.40	100	9500	100
F	9.39	200	9250	200
D	9.36	150	9250	150
A	9.32	100	9250	100
E	9.34	100	9250	30
C	9.30	300	9000	00

Explanation for the Allocation of Quantity

1. Bidder B is the highest bidder @ Rs.9500/MT hence the system allocates his bid number of unit's i.e., 100 units.
2. There are 4 bidders @ Rs.9250/MT.
3. Since bidder F's bid was for 200 units (Highest at Rs.9250/MT) the system allocates his bid quantity in full.
4. Bidder D's bid was for 150 units and since the quantity was still available at Rs.9250/MT, the software allocates bidder D 150 units.
5. Since bidder A placed his bid earlier than bidder E i.e. 9.32 Hrs hence the software gives first preference to Bidder A and allocates him the available quantity first.
6. After this allocation, since only 30 units are available the same is allocated to Bidder E.
7. Since, all the quantity is exhausted at higher bid price than Rs.9000/MT therefore no units are allocated to Bidder C. If Bidder C wants to win any units then he/she has to place bid in terms of higher price or greater number of units.

So in summary, allocation is carried out by the e-Sale software on following basis:

1. First preference is given to highest bid price
2. If two or more parties bid the same price then preference for allocation is given to party that placed the bid for a higher quantity.
3. In case two or more parties bid the same price and quantity, then preference is given to the party that placed the bid earlier.

LETTER OF INTENT

To

General Manager (Commercial),
NMDC Ltd, 10-3-311/A, Khanij Bhavan,
Castle Hills, Masab Tank
Hyderabad-500173

Through: M/s MSTC Limited.

Ref: Online Forward Auction vide Auction Notice No OFA No: NMDC/COM/DNM-PELLET/17-18/06 DATE: 27/10/2017

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) vide DD/PO. No. _____ dated _____ drawn on _____ (Bank) in favor of NMDC Ltd payable at Donimalai/ Hyderabad for participating in the above mentioned Online Forward Auction as per details below:-

Sl No	Product Descriptions & Indicative specifications	Earnest Money Deposit	No of Lots Interested in	Total EMD(Rs.)
1	Iron Ore pellets Size: 6 to 16 mm: 90±1% Min -6MM 3.0% max, +16 MM 8.0% max Fe:64±0.5% Al ₂ O ₃ :4.50% Max SiO ₂ :4.5% Max Sulphur: 0.021% Max Phosphorous:0.055% Max CCS Kg/Pellet:230Min Tumbler Index: 93% Min Abrasion index: 6%	Rs. 12500 (Rs. Twelve Thousand Five Hundred only) per one lot of 100 tons		

- (3) We agree to abide by all the instructions contained in the above indicated Online Forward Auction 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) 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.
- (6) 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.
- (7) 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.

- (8) 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.
- (9) 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.
- (10) 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.
- (11) I/We are providing the following details to you:-
NAME & ADDRESS OF THE FIRM:
- a) Name of the Contact Person
 - b) Telephone Nos
 - c) FAX No
 - d) E-mail ID
 - e) Bank name
 - f) Branch name
 - g) Branch address
 - h) Branch telephone no
 - i) Account type
 - j) Account no.
 - k) IFS Code
 - l) Lot nos. for which EMD is submitted:
 - m) 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 the sale of Iron Ore pellets from NMDC- Donimalai,
Bellary, Karnataka.

OFA No: NMDC/COM/DNM-PELLET/17-18/06

DATE: 27/10/2017

NMDC Limited, Hyderabad (herein after called NMDC) intends to offer for immediate sale of Iron Ore pellets to end users as mentioned at S.No.1 of ONLINE FORWARD AUCTION NOTICE on following terms and conditions /clauses

1. **Product & Indicative Specifications:**

Specifications 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 reasonable quantity of representative samples from a designated place in consultation with project. 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 pellet plant can be contacted and the same can be collected as per his guidance.

2 **Quantity:** The Iron Ore pellets as mentioned at S.No.1 of ONLINE FORWARD AUCTION NOTICE are intended to be offered for disposal within 45 days from the date of issuance of Acceptance 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 Ex – Pellet plant (FOT)) 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 the 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 sale value of allotted quantity** shall be made lot wise 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 sale value of allotted quantity within 30 days from the date of issuance of acceptance 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, other taxes, cess etc.

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

Failure to deposit above/any 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/extended period if any, the amount equal to the value of the un-lifted quantity will be refunded to the buyer and the security deposit will be forfeited. (Refer clause-10 of annexure-B).

5. PRICE ADJUSTMENT PROVISIONS:

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

6. DETERMINATION OF WEIGHT

- 6.1. Weighment recorded in the weighbridge at place of loading shall be final and SELLER shall issue a weighment slip for each truck loaded stating the net weight (tare weight & gross weight will be taken at our weigh bridge every time).
- 6.2 The representative / transporter appointed by BUYER and approved by SELLER may observe such weighment at the expense of BUYER.

7. DELIVERY OF MATERIALS

7.1. The buyer has to arrange for transportation of material at his own cost. Loading of the material on to trucks will be arranged by NMDC.

7.2. For taking delivery, Buyer must report at 8.30 AM on all working days in the Site office (Pellet Plant). Loading operation will be carried out from 8.30 am to 5.00Pm.

7.3 Vehicle engaged by the Buyer to take delivery of the material must carry all relevant and valid documents such as RC Book, Insurance cover, drivers license, emission certificate etc. issued by the concerned authorities. In the absence of the same permission for the entry of vehicle may not be allowed.

7.4 Buyers are advised in their own interest to inform NMDC LTD in advance before placement of vehicles for taking delivery of the material. The Buyer at his own risk & cost may make his own arrangement for transporting the materials and he will not be entitled to claim any facility or assistance or cost on this account from NMDC LTD. BUYER will not be allowed to select/Choose material in the yard for loading.

7.5 Buyer shall arrange to cover the cargo (Pellets) properly with tarpaulin in order to prevent any spillage of pellets during transportation. He shall ensure proper coverage of cargo before the truck leaves loading point. However, buyer shall solely responsible for any issues arising out of any such spillages.

7.6 If the buyer intends to get the delivery of the material by Rake from RNJP railway siding, an additional amount of Rs 90/- PMT shall be payable by the buyer along with the advance amount. The delivery of material/product in terms of Delivery Order issued shall be taken by the successful bidder and also strictly according to any other instruction / delivery programme given by NMDC from time to time. Bidder shall intimate Donimalai project immediately after making payment for the quantity allotted and complete necessary formalities with Railways. It shall be the sole responsibility of successful bidder to follow up with Railways and complete other formalities as required for placement of indents for rakes and transportation.

7.7 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 pellet plant basis.

7.8 The extension of the due date for lifting the material is at 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 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 letter by NMDC. Time is the essence of this contract. The time period given is firm and fixed.*
9. **Extension of time period.** *Notwithstanding that anything contained herein above in extraordinary circumstances, in case bidder fails to lift partial / full allotted quantity, a onetime extension of 7 days, from the date of confirmation by NMDC, can be considered upon written request from the bidder addressed to the concerned Project at least 3(three) working days prior to the date of expiry of contract along with the amount equivalent to 25% security deposit of such un lifted lots towards penalty for extension of contract period. In case of non- lifting of material within the extended period for the reason not attributable to NMDC then the entire security deposit amount of such unlifted lots along with the 25% of security deposit will be forfeited.*

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 performance of this contract.

10. **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 lot wise 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 lot wise 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.

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

12. **Bidding:**

Prospective buyers should give their offer lot wise only. Offer for part quantity of a lot will not be accepted. The bidders have to bid for the Per Ton price and the number of lots for which EMD has been deposited.

13. **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 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.

14. **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.
15. **Right to Terminate:** If the successful bidder fails to perform the contract as per terms and conditions as stipulated in our acceptance of offer, 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.
16. **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 versant of the applicable Rules, Regulations and Bye 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 Labor (R&A) Act 1970, PF Rules / or any other similar enactment laws / labor 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 Labor (Regulations and Abolition) Act, Provident Fund, Minimum Wages Act etc. and rules made there under from time to time by State / Central Govt. authorities.
17. **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.
18. **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 trucks by NMDC within the contract period / delivery period i.e. 45 days/extended period if any from the date of issuance of Acceptance letter by NMDC.
19. **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 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.
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.
- (i) **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 17) 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

Annexure - C

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 Iron Ore Pellets being procured through e-auction on..... (OFA No./date) from NMDC Pellet Plant, Donimalai 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

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.
 - a. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules.
 - b. Input of the auction items and defining the bidding rule in the auction engine.
 - c. Enlarging the successful bidder base by introducing new bidders.
 - d. Collection of EMD, Letter of Interest etc from the willing bidders and forwarding the same to the client.
 - e. Providing access to the approved bidders to participate in the auction.
 - f. Summarizing the auction proceedings and communicate the outcome to the client.

The responsibility of fulfillment 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 these 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 honor 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 fulfill 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 endeavor 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 fulfillment 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:

The Client 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 Karnataka/Hyderabad High Court only.

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