

ON LINE FORWARD AUCTION NOTICE

1. The following material/products are available for sale **for end users** through online forward auction process from **NMDC- Bacheli**, Bailadila Sector. The material/products will be delivered on **FOT (by Truck) Ex-Mine basis**. The contract period is **45 days** from the date of issuance of Acceptance /offer letter.

Sl. No	Lot No.	Product Description	Quantity (Wet Metric Tonne)	Location	Bidding Basis	Auction Date/ Start Time
1.	BSL 01 To 10	Baila Sized Lump- Bacheli Size:10-20 mm Fe: 65.5% (Indicative)	Total Qty. 20000 WMT (+/- 10%) in 10 lots of 2,000 WMT	Bacheli Truck Loading Yard	F.O.T Bacheli	<b>28.06.2022</b>  <b>01.00 PM</b> to <b>2:30 PM</b>  (Provided no bid is received during the last 5 minutes)

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

Royalty, DMF (District Mineral Foundation), NMETF (National Mineral Exploration Trust Fund), Forest Development Tax, forest permit fee, labour welfare cess, Infrastructure & Environment Development cess, GST as applicable and any other statutory duties, levies, taxes, cess etc. applicable at the time of supplies or that may be introduced in future will be extra and are payable by the successful bidders.

2. **Last date of submission of EMD and on-line forward auction (OFA) documents: up to 17:00 hrs on or before 27/06/2022**  
**Auction Date: 28/06/2022**  
**Start Time: 01:00 PM**
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 will be as mentioned in Clause 2 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 17.00 hrs (IST) on 27/06/2022.**

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** as detailed below: -

SELECT E-PAYMENT FROM THE LIST APPEARING ON LOGGIN -> 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 NUMBERS FOR WHICH BIDDER INTENDS TO PARTICIPATE AND SELECT OPTION RTGS/NEFT->enter the bank details and print challan and amount to be transferred on the beneficiary details as mentioned on challan. Bidders are requested to use the RTGS/NEFT option to deposit payment instead of Online payment option (ATOM transaction).

**THE BIDDER(S) MUST COMPULSORILY INTIMATE THE DETAILS OF PAYMENT MADE THROUGH E-MAIL TO Mrs Suraiya R Shaik, Manager (MSTC) AT srshaik@mstcindia.co.in (Phone: 040-23301049, Mobile: 7406047869) GIVING THE FOLLOWING DETAILS:**

**(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.

1. This E-Auction sale is governed by the

**GENERAL TERMS & CONDITIONS (GTC),**

**BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND**

**THE TERMS OF ONLINE 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.

2. 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 Product wise EMD amount for each lot is as given below:

	Product	EMD amount per lot of 2000 Ton FOT basis
1	Baila Sized Lump (10-20mm) (Fe 65.5%)	5 Lakhs (Five Lakhs) [Lot size 2000 Ton FOT basis]

Bidders interested in participating for more than one lot need to submit EMD for the total number of lots they intend to participate (e.g. If the bidders are interested in participating for Y no. of lots then the EMD will be, EMD amount for 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 unsuccessful bidders EMD will be refunded on submission of a request letter on their company letterhead. 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 shall submit **Annexure-C** on Rs 100/- non-judicial stamp paper along with FORM 27C.
  - vi) **Valid GST registration certificate.**
  - vii) Copy of IBM Registration
  - viii) General Rules & Regulations governing conduct of online auctions on the service provider platform signed and stamped on every page (**Annexure D**).
  - ix) Declaration that the bidder has not been blacklisted / banned / debarred by any Government organization / Central Public Sector Enterprises / Court. **Annexure-E**
3. M/s MSTC Limited will issue 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 10 (ten) 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/products 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/products 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 bidder to follow up with Department of Mines & Geology, as per clause 21(ii) of Annexure –B for obtaining the permits if required.**
8. 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.
9. NMDC reserves the right to defer / pre-pone / cancel the e-auction mentioned in OFA at its sole discretion at any point of time without assigning any reason.
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,  
1<sup>st</sup> Floor, Asaf Ali Road (Opp. Hamdard) New Delhi-110002.

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

**CHENNAI:**

ISPAT Bhavan, 3rd Floor, No.5, Kodambakkam High Road, Chennai - 600 034.

**Contact No.:** (044) 044 28285000, 2521 9004, 2522 2842, and 2523 1584.

**BANGALORE:**

19/5 & 19/6, 3rd Floor, Kareem Tower, Cunningham Road, Bangalore-560052.

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

**VISAKHAPATNAM:**

4th FLOOR, JEEVAN SAMRIDDHI, D No 42-1-45/1/1, NEW INVESTMENT BUILDING, THIKKANA ROAD, Visakhapatnam-530004.

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

**HYDERABAD:**

7th Floor, Taramandal Complex, Saifabad, Between Sahara Manzil And Samrat Complex - 500004

**Contact No.:** (040) 23301039/49

**VADODARA:**

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

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

**BHOPAL:**

1st Floor, Tilhan Sangh Bhawan, 1 Arera Hills MPOILFED Building Bhopal-462004

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 for the PWMT 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 bided number of units 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

The Executive Director (Commercial),  
 NMDC Ltd, 10-3-311/A, Khanij Bhavan,  
 Castle Hills, Masab Tank  
 Hyderabad-500 028

Through: M/s MSTC Limited.

Ref: Online Forward Auction vide Auction Notice No OFA No: NMDC/COM/Bacheli/22-23/03/B dt. 23.06.2022

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(ii) above for participating in the above mentioned Online Forward Auction as per details below: -

1.	Baila Sized Lump- Bacheli Size:10-20 mm Fe: 65.5% (Indicative)	Rs. 5 Lakhs (Rs. Five Lakhs only) per lot of 2000 WMT on FOT		
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- (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. NMDC's decision in this regard shall be final and binding on all concerned.**
- (11) 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-500 028.  
Phone No:23538713-21 / 23538723, 23538760, 23538761  
Fax No: 23538769/23538711

Invitation to online forward auction for the sale of Iron ore from Bailadila Sector (Kirandul /Bacheli)  
District: Dantewada, Chhattisgarh.

OFA No: NMDC/COM/Bacheli/22-23/03/B

DATE: 23-06-2022

NMDC Limited, Hyderabad (herein after called NMDC) intends to offer for immediate sale of Iron Ore products as mentioned at S.No.1 of ON LINE 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 loading plant can be contacted and the same can be collected as per his guidance.

2. **Quantity:** The Iron Ore Products as mentioned at S.No.1 of ON LINE FORWARD AUCTION NOTICE are 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 in a rake.

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 WMT on F.O.T, Ex – Stockpile/mines basis shall be **exclusive** of Royalty, DMF (District Mineral Foundation), NMETF (National Mineral Exploration Trust Fund), Forest Development Tax, forest permit fee, labour welfare cess, Infrastructure & Environment Development cess, GST as applicable and any other statutory duties, levies, taxes, cess etc. applicable at the time of supplies or that may be introduced in future will be extra and are payable by the successful bidders.

*This rate should be valid for 10 (ten) 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 by the successful bidders shall be made lot wise in advance in the form of RTGS or by way of irrevocable site LC, **up to first two lots [two lots 4000 WMT] within 7 days from the date of issuance of acceptance/offer letter. In case of those bidders who have been offered quantity in excess of two lots, they have to deposit the advance either through RTGS or by way of irrevocable site LC for the balance quantity within 15 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, royalty, DMF, NMETF, forest development tax, forest permit fee, labour welfare cess, Infrastructure & Environment Development cess, GST as

applicable or any other statutory duties, levies and taxes etc. For concessional sales tax, the relevant forms shall be submitted. In addition to the above, the party has to deposit @ Rs. 200/- per tonne to meet the variance in royalty, or other taxes etc. which may arise in future. This has to be deposited by parties opting for payment through sight LC also.

Bidders shall submit **Annexure-C on a Rs 100/- non-judicial stamp paper along with Form 27C.**

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

Failure to deposit the 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/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-11 of annexure – B). For calculation purposes, one rake quantity actually loaded will be considered as one lot.

#### **5. Delivery:**

The product Baila sized lump (10-20 mm) is available for delivery on FOT Basis. The successful bidder should take the delivery of the mineral from Mine/Stockyard as mentioned in Tax Invoice. The product shall be loaded on trucks/tippers as per their legal weight carrying capacity as arranged by the buyer at his own cost.

The weighment shall be carried out by seller on his own weighbridge and weight so recorded shall be final for all purposes.

The successful bidder has to make the necessary arrangement of trucks/tippers on their own for transportation of the mineral.

**6. 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.***

**7. 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 expiry of actual contract period 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.***

## 8 **SAMPLING AND ANALYSIS**

In case of Baila Sized Lump (10-20 mm) on FOT basis, NMDC shall carry out the sampling during loading of the trucks. The samples so drawn shall be analyzed in the NMDC's Laboratory for Fe%. Three sample packets will be prepared from the quantities dispatched in the trucks out of which one will be for NMDC, one for Buyer and one packet will be sealed and kept as umpire sample. In case Fe variation is more than 1%, between analysis of NMDC and Buyer, and if so desired by buyer, the umpire sample shall be tested in any of the three laboratories suggested by NMDC and the result will be binding on both buyer as well as NMDC. The expenditure/cost towards testing of umpire sample shall be to Buyer's account. Based on result of chemical analysis NMDC will prepare supplementary invoices for suitable adjustment.

**Note:**

For the purpose of arriving at the Fe% of Baila sized lump (10-20mm) on FOT basis, a unit of 100 truckloads/2000T (whichever is higher) would be taken. The weighted average Fe% of the unit shall conform to the indicative grade of Fe% (65.5%).

- 9 **Bonus/Penalty:** *In case the Fe% in actual supplies varies from indicative grade given for a product in OFA, Bonus/Penalty shall be applicable. The product-wise Bonus /Penalty rates given as under shall be applicable for 1% Fe fraction pro-rata, (For example indicative grade of 10-20 mm Baila sized lump is 65.5% and bonus penalty rate is Rs.100/ Fe% fraction. In case of supply of 65.7 Fe% baila sized lump (10-20 mm), Rs.20/- per ton bonus will be charged for entire supplied quantity say 2000 Tons, then  $2000 \times 20 = \text{Rs.}40000$ )*

S. No	Product	Bonus/Penalty (Rs. / 1% Fe)
1	Baila Sized Lump (10-20 mm), Bacheli (Fe 65.5%)	220

Note: The bonus/penalty rates mentioned above are tentative. The actual/applicable bonus/penalty rates shall be mentioned in the Acceptance/offer letters of the successful bidders.

## 10. **Weighment:**

**Note:** Refer cl. 5 of Annexure-B for weighment of Baila sized lump (10-20 mm)

11. **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.

- 12 **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.

13 **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 WMT price and the number of lots for which EMD has been deposited.

14 **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”/” offer letter” which will be dispatched by post / courier / fax / e-mail 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.

15 **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.

16. **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.

17. **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.

- (vii) The trucks / tippers deployed shall adhere to the code(s) of operation as applicable to the mines from time to time. Successful bidders shall follow the instructions of Mines Manager NMDC/ Loading plant In Charge. The Mines Manager of NMDC /Loading plant In Charge shall have the power to regulate and give instructions from time to time.

18. **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 considered 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 satisfied 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.

19. **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 wagons 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.

20. **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.

21 **Special Conditions:**

- (i) Forest permit if required for transportation of product from the mine shall have to be obtained by the successful bidder from the Forest Department. However necessary application for

transportation of product shall be made by NMDC. All the necessary statutory charges shall be initially paid by the NMDC and recovered from the bidder subsequently. Following up of such application till grant of permit is the responsibility of the successful bidder.

- (ii) NMDC shall make a formal application to the Director, Department of Mines & Geology for granting geological permit, required to lift iron ore quantity allotted through OFA, to the successful bidder. It is the sole responsibility of the successful bidder to follow up with Dept. of Mines & Geology to obtain geological permit and ensure that the material is lifted within the stipulated time frame as mentioned in the acceptance 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 DMG in time in order to avoid forfeiture of Security Deposit.
- (iii) **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.
- (iv) **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 18) 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**

(To be executed on Rs 100/- non-judicial stamp paper)

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 being procured through e-auction on..... (OFA No./date) from Bailadila Sector **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 to as the “**Client**”) on the Auction Platform of M/s MSTC Limited. (hereinafter referred to 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/products 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 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.

### **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/NMDC LIMITED:**

**The Client/NMDC Limited 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 Kolkata High Court only.

**Contact Persons: -**

**Bacheli**

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**DECLARATION**

I .....(Name of the authorized signatory), on behalf of.....  
.....(name of the party/firm/contractor) hereby declare that I/we have not been  
blacklisted/ banned/ debarred by any Government organization/ Central Public Sector Enterprises/  
court.

I declare that I/we unambiguously understand and agree that in case the above declaration is found  
to be false, NMDC has the right to ban business dealings with us, on the one hand; and, on the other,  
not awarding the work and forfeiture of EMD or termination of the sale order/ contract, as the case  
may be.

I declare that I have been given the authority by ..... (name of the  
party/ firm/ contractor) to sign this declaration and deliver it as part of the tender/ offer/ e-auction  
(OFA) no.....dated.....

For and on behalf of

.....

(Name of the party/ firm/ contractor)

.....

(Signature of the authorized signatory & seal