

SPECIAL TERMS & CONDITIONS OF e-Auction SCHEME FOR SALE OF TAILING

THE e-Auction SALE IS GOVERNED BY THE GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND SPECIAL TERMS & CONDITIONS (STC) OF THE e-Auction. IN CASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF STC WILL PREVAIL OVER OTHERS IN THE PARTICULAR e-Auction.

[CLICK FOR GTC](#)

[CLICK FOR BSTC](#)

IMPORTANT: ALL BIDDERS WHO ARE HAVING MORE THAN ONE UNIT MAY REGISTER AND BID AS A GROUP. IF SUCCESSFUL, SUCH BIDDERS SHALL HAVE TO FURNISH THE BREAKUP OF THE QUANTITY FOR EACH UNIT AT THE TIME OF PAYMENT.

I. ELIGIBILITY CRITERIA: ALL MANUFACTURING UNITS INTENDING TO USE THE TAILING FOR CAPTIVE CONSUMPTION ARE ELIGIBLE FOR PARTICIPATION.

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

Other bidding related details are mentioned in the table below

e-Auction Details	
Product Description	Tailing of Industrial Beneficiation Plant (P2O5 less than 10%) on As Is Where Is basis.
e-auction Date	30-09-2020
e-auction Time	11:00 A.M. to 2:00 P.M.
Supply period	2 months from the date of e-auction
e-auction Quantity	25000 MT
Res./Starting Price	Rs.430/- per MT Ex Jhamarkotra Mines
Minimum Bid Quantity	50 MT
Quantity increment	50 MT
Pre-Bid EMD	Rs.20/- Per MT
Price Increment	Rs.5/- Per MT
Payment Schedule	<p>Successful bidders may make payment arrangement for minimum 20% of the Tailing value within 7 days from the date of e-auction. On receipt of such payment arrangements RSMML shall issue Release Order for the quantity corresponding to the payment arrangement received.</p> <p>At least additional 30% of the Tailing value within 30 days to ensure payment arrangements of Minimum 50% of the total booked value by the end of 30 days period and enable RSMML to issue release order for 50% of the booked quantity.</p> <p>Payment for balance tailing value may be made within 45 days from the date of e-auction so as to ensure payment arrangements for 100% of booked value and enable issuance of release order for 100% of the booked quantity.</p> <p>THE SUCCESSFUL BIDDER HAS THE LIBERTY TO DEPOSIT BALANCE VALUE IN FULL OR IN PARTS BUT THE BIDDERS MAY ENSURE THAT THE TOTAL BALANCE PAYMENT ARRANGEMENT IS MADE WITHIN 45 DAYS OF E-AUCTION IN ORDER TO LIFT THE ENTIRE BID QUANTITY. AS SUCH SUCCESSFUL BIDDERS ARE ALSO AT</p>

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LIBERTY TO MAKE 100% PAYMENT SOON AFTER THE DATE OF E-AUCTION.

Note: - Buyer Shall have to make their own arrangements for Loading of the booked quantity of Tailing from Jhamarkotra Mines

****THE TERMS & CONDITIONS INCLUDING THE LIST OF MATERIALS APPEARING ON THE DATE OF E-AUCTION IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS. THE SAME MAY PLEASE BE DOWNLOADED FOR ANY FURTHER REFERENCE. ****

1. Rajasthan State Mines & Minerals Limited, Group General Manager (Rockphosphate), SBU & PC (Rockphosphate) Jhamarkotra Mines, RSMML, Udaipur -313 015, the Owner/Seller, will be hereinafter referred to as PRINCIPAL/RSMML (Contact Person : Shri Pukh Raj Prajapat, Head (Centralized Marketing), 0294-2428743, 9414107477 and Shri Hanumant Singh, Sr. Manager (Marketing), 0294-2428743, 9414166699 and MSTC Ltd., the Selling Agent of the PRINCIPAL, having its Branch office at CF/02, First Floor, Nehru place Complex, Tonk road Jaipur. PIN: 302015 will be hereinafter referred to as MSTC (Contact Person: Shri Pankaj Kumar Chhipa, Asst. Manager, 08802813737 and Shri Ashish Kumar, Asst. Manager, 07230022882 0141-2742208.

Wherever the word, buyer, purchaser/customer, successful bidders are indicated, it will be referred to as successful bidder.

2. The General Terms & Conditions (GTC) displayed on the e-Auction Website of MSTC shall be construed to be an integral part of the offer and the Bidder may like to download the same for their record. However, in case of any conflict between the STC and GTC, the STC shall prevail.

3. Required Documents /EMD Payment

3.1 Before participation in the e-Auction, a prospective Buyer shall be required to get itself / himself registered with MSTC appointed by RSMML for conducting e-Auctions. Registration is to be done online by visiting the Website of MSTC viz <https://www.mstcecommerce.com/> . Thereafter, bidders will be required to submit following documents on or before 29-09-2020 latest by 1.00 PM at the office of MSTC Ltd. at Jaipur. Bidders whose documents are received after 1 pm shall not be considered for participation in this e-Auction.: -

1. Partnership Deed/Incorporation Certificate of Company & Memorandum of Association.

2. Copy of Income Tax return (latest),

3. Copy of PAN Card,

4. GST Registration Certificate,

5. Passport size photograph,

6. Registration fees etc.

7. Signature Verification Form

8. Electronic Payment Mandate Form (RTGS Mandate Form)



3.1. PRE- BID EMD PAYMENT: All Buyers having been registered with MSTC Limited shall also have to furnish non-interest-bearing Pre-Bid Earnest Money Deposit (EMD), by way of e-payment at the rate of Rs.20/- per MT, for their required quantity. The Pre-Bid EMD is to be submitted on or before 29-09-2020. No Pre- Bid EMD shall be accepted on the date of e-Auction. This Pre -Bid EMD shall be available with MSTC Limited for participation in the e-Auction of Tailing of rockphosphate from RSMML's Jhamarkotra Mines, Rajasthan only.

Procedure of e-payment of Pre-Bid EMD by RTGS/NEFT

Click on the link for General Auction login: https://www.mstcecommerce.com/auctionhome/index_new.jsp

1. STEP 1 ENTER BUYER USER ID & PASSWORD
2. STEP 2 GO FOR e-PAYMENT WINDOW
3. e-Payment

Payment Type :	<input type="text"/>
Select Region :	<input type="text" value="Select a Region"/>
Enter Auction Search Information :	<input type="text" value="Search"/>

4. STEP 3 SELECT THE FOLLOWING OPTIONS OF PAYMENT TYPE 1. PRE-BID EMD
5. STEP 4 SELECT THE REGION/BRANCH OF MSTC (Jaipur office)
6. STEP 5 SELECT AUCTION NO. 14733
7. STEP 6 SELECT LOT NO. 1
8. STEP 7 Enter the Amount of EMD to be paid.
9. STEP 8 Click on RTGS/NEFT.
10. STEP 9 BUYER HAS TO FILL HIS BANK DETAILS AND CLICK ON PRINT.
11. STEP 10 BUYER WILL GET A CHALLAN THAT GIVES THE BANK DETAILS OF MSTC JAIPUR INDUSIND BANK ACCOUNT WITH IFSC CODE INDB0000016.

NOTE: PLEASE NOTE THAT IF YOU DEPOSIT IN ANY OTHERBANK ACCOUNT DETAIL EXCEPT MSTC JAIPUR INDUSIND BANK DETAIL, YOUR PAYMENT WILL NOT BE ACCEPTED.

- 3.2. Buyer has to inform the MSTC Jaipur officials at the email id mentioned below after making the payment.
Email: mstcjaipur@mstcindia.co.in, ashish@mstcindia.co.in; pkchhipa@mstcindia.co.in;

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e-Payment & RTGS/NEFT Payment Link available in Buyer's Login: The parties opting for this mode may please note that the transactions made through this mode will be reflected in MSTC's account in T+1 day (Transaction + 1). Hence, they should make the payment well in advance so that it gets reflected in MSTC's account by 29-09-2020.

4. MODE OF DESPATCH/INSPECTION:

- 4.1. The material will be for despatches through road only.
- 4.2. The buyers have to make their own arrangement for loading of booked quantity of Tailing from Jhamarkotra Mines.
- 4.3. Bidders/Buyers will be permitted to visit the Rockphosphate Mines, Jhamarkotra except holidays, during the working days between 8:00 AM to 3:00 PM. Stock Material however shall not be available for pre-bid inspection. **Monday is weekly off at Jhamarkotra mines.**
- 4.4. **THE BIDDERS / CUSTOMERS SHALL CARRY THE PHOTO IDENTIFICATION CARD ISSUED BY MSTC, WITHOUT WHICH INSPECTION WILL NOT BE PERMITTED. IN CASE THE BIDDERS / CUSTOMERS SEND THEIR AUTHORISED REPRESENTATIVE FOR INSPECTION, THEY WILL BE PERMITTED SUBJECT TO THEIR PRODUCING THE AUTHORISATION LETTER AND PHOTO IDENTIFICATION CARD (ISSUED BY MSTC).**

5. Bidding Process:

- 5.1. The registered Bidders shall be required to record their acceptance after login, of the Terms & Conditions of the e-Auction before participation in the actual Bidding Process.
- 5.2. Before participating in e-Auction, bidders are to satisfy themselves with the quality of Tailing being offered for sale. M/s. MSTC LTD. / RSMM LTD. do not give any assurance or guarantee that the materials will adhere to specification.
- 5.3. Prospective Bidders are entitled to bid for the quantity to the extent of amount of Pre-Bid EMD available in the bidder's account with M/s. MSTC Limited at the time of bidding.
- 5.4. The Bidders while bidding shall quote their "Bid Price" at par or above the Reserve/Starting price per MT of Tailing in Indian Rupee as base price on Ex-Jhamarkotra Mines basis, Exclusive of Royalty, DMF, NMET, GST etc.
- 5.5. The date, time and period of e-Auction as notified in advance including closing time on portal of M/s. MSTC Limited shall be adhered to except in the event of force majeure. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 5 minutes, so that opportunity is given to other Bidders for making an improved Bid.
- 5.6. The **Reserve/Starting price** of this e-Auction shall be **Rs.430/- per MT**. Bidders shall be free to bid at and above the reserve price. Further the bidder shall offer successive bids (per MT) in the increment of Rs.5/- (Rupees Five only) during the normal e-Auction period and the extended period.
- 5.7. The bidder shall bid for minimum quantity of 50 MT and shall offer successive bids in the increment of 50 MT.
- 5.8. While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the highest bid prices of various different allocated quantities at that point of time. Once the bidder is out bid by another, the particular bidder shall become eligible for making an improved bid offer. For example, Bidder 'A' who has deposited pre-bid EMD for 2000 MT submits the following bids:
 - 1000 MT @ Rs.1000/-.
 - 600 MT @ Rs.1020/-.
 - 400 MT @ Rs.1010/-.
- 5.9. After submission of these bids, Bidder 'A' will not be able to further improve these bids, either in terms of Price or Quantity. As the bidding progresses, Bidder A will be able to bid further only for that quantity that gets cut from his quota of allotted quantity.
- 5.10. Following criteria would be adopted for each lot in deciding the successful bidders:
 - a. Precedence will be accorded to the highest bid price in the descending order (H1, H2, H3 and so on) as long as the offered quantity is available for allocation.
 - b. If two or more buyers bid the same highest price, precedence for allotment will be accorded to the buyer who has placed the bid for the higher quantity.

- c. In case, two or more buyers bid the same price and the same quantity, precedence will be given to the buyer who has offered its bid first with reference to time.

5.11. THE ONLINE AUCTION WILL BE DONE AS PER THE FOLLOWING METHODOLOGY:

- a. The bidders have to bid for per MT price and the Quantity they want to book at that price with a maximum limit of quantity for which bidders had provided Pre-Bid EMD.
 b. Methodology for the single stage online bidding is mentioned here under. Assume that the total quantity available is 900 MT and customers bid for certain quantity at a certain price as illustrated in the following table:

Bidder	Bid Time	Bid Quantity (MT)	Bid Price (Rs/MT)	Allocated Quantity (MT)
B	11:40	100	1150	100
F	11:39	350	1100	350
D	11:36	300	1100	300
A	11:32	100	1100	100
E	11:34	100	1100	50
C	11:30	300	1050	0

- Bidder B is the highest bidder @ Rs.1150/- per MT; hence the system allocates his bidden quantity i.e. 100 MT.
- There are 4 bidders @ Rs.1100/- per MT, since bidder F's bid was for 350 MT (highest quantity at Rs.1100/- per MT), the system allocates his bid quantity in full.
- Bidder D's bid was for 300 MT & since the quantity was still available at Rs.1100/- per MT the software allocates bidder D 300 MT.
- Since bidder A placed his bid earlier than bidder E i.e. 9:32 Hrs hence the software gives first preference to bidder A & allocates him available quantity first.
- After this allocation, since only 50 MT are available, the same is allocated to bidder E.
- Since all the quantity is exhausted at higher bid price than Rs.1050/- per MT, therefore no quantity is allocated to bidder C. If Bidder C wants to win any quantity, then they have to place bid in terms of higher price or greater quantity.

6. Post e-Auction Process:

- Each successful bidder will be intimated through e-mail by MSTC Limited on the date of e-Auction. However, it will be the responsibility of the bidder to personally see and download the result displayed on website of M/s MSTC Ltd. (www.mstcecommerce.com), on the date of e-Auction.
- The successful bidders will be required to deposit value of allotted quantity with RSMML strictly as per Clause 7 of the terms of payment after the intimation by MSTC.
- If the successful bidder is a group company, it shall furnish the detailed quantity breakup for individual units at the time of payment and accordingly RSMML shall issue Release Order for that unit.
- Equivalent amount of Pre-Bid EMD of successful bidder corresponding to successful bid quantity, shall be blocked, and will be transferred to RSMML by MSTC Limited along-with the bid sheet.
- The Pre-Bid EMD of Rs.20/- PMT shall not be treated as an adjustment towards the allotted quantity value but would stand converted into a 'Security Deposit' for performance of the bidders towards completion of the said transaction.

7. Terms of Payment:

- The Bid Value for the successful bid quantity to be deposited in advance by the successful bidders for the allotted quantity is given below:

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- a. Furnish payment arrangement for minimum 20% of allotted quantity value within 7 days from the date of e-Auction. On receipt of such payment arrangements RSMML shall issue Release Order for the quantity corresponding to the payment arrangement received.
- b. Furnish Minimum additional 30% of the Tailing value within 30 days to ensure payment arrangements of Minimum 50% of the total booked value by the end of 30 days period and enable RSMML to issue release order for 50% of the booked quantity.
- c. Payment for balance tailing value may be made within 45 days from the date of e-auction to ensure payment arrangements for 100% of booked value and enable issuance of release order for 100% of the booked quantity by RSMML. The bidder needs to ensure lifting within the stipulated supply period to avoid forfeiture of Security Deposit.

NOTE: THE SUCCESSFUL BIDDER HAS THE LIBERTY TO DEPOSIT BALANCE 80% VALUE IN FULL OR IN PARTS BUT THE BIDDERS MAY ENSURE THAT THE TOTAL BALANCE PAYMENT ARRANGEMENT IS MADE WITHIN 45 DAYS FROM DATE OF E-AUCTION IN ORDER TO LIFT THE ENTIRE BID QUANTITY. AS SUCH SUCCESSFUL BIDDERS ARE ALSO AT LIBERTY TO MAKE 100% PAYMENT SOON AFTER INTIMATION BY MSTC.

- c. The total quantity offered in this e-Auction will have to be lifted by successful bidder within 2 months from date of e-auction. Failure to do so shall result in forfeiture of security deposit @ Rs 20/- PMT by RSMML for the unlifted quantity as per clause 10.

7.2. Refund of Security Deposit: The security deposit would be refunded, on request of the successful bidder, only after the expiry of the validity period for supply of Tailing under e-auction, after deducting for any loss or damages caused to RSMML's property, while lifting the Tailing. However, in the event of default in performance by the bidder, the provision of forfeiture of the 'Security Deposit' as stipulated in Clause 10, would be applicable and invoked by RSMML.

7.3. Payment mode and detail:- The Tailing value as in Clause 7.1 above shall be deposited in advance for the quantity to be purchased including its Price, Royalty and other levies on Royalty and GST in favour of RSMML by way of Demand Draft, Pay Order, RTGS etc. Issuance of Contract (Release Order) against advance payment shall be subject to credit of the amount in RSMML's account. The buyers shall also have the option of making e-Payment through NEFT/RTGS.

The bank details of M/s Rajasthan State Mines & Minerals Limited, Udaipur are:

BANK	IDBI BANK LTD, MUMAL TOWER, SAHELI MARG
BRANCH CODE	000050
MICR CODE	313259002
IFS CODE	IBKL0000050
A/C NO	050102000002202

8. Procedure of Tailing Delivery; -

- 8.1. The delivery period to complete the lifting of the entire bid quantity shall be 2 months from the date of e-auction.
- 8.2. RSMML shall issue separate Release Orders to the successful bidders in terms of Clause 7 after realization of each installment of payment. The Buyer has to submit their request for issuance of Release Order mentioning the destination, Transporter/Authorized representative, Quantity and the details of payment arrangements and the Release Order issued by RSMML would indicate the same accordingly.
- 8.3. It is the responsibility of the Bidder/Buyer to take delivery of the Tailing from the mines, strictly adhering to the safety precautions and the provisions of Environment Protection Act. The loading



of the Tailing into the trucks shall be arranged by the buyer. Transportation of Tailing to the buyer's premises shall be the sole responsibility of the buyer only at their own cost and they shall fully ensure the safety rules as well as prevent any spillage causing pollution issues.

8.4. The Quality of the Tailing will be determined as per the analysis carried out at our Laboratory / Laboratory authorized by RSMML which is final and binding. The Quantity of the Tailing for billing and all other purposes will be determined as per net weight recorded at Jhamarkotra weighbridge.

8.5. **Guidelines for strict compliance while loading and transportation for safe keeping from Covid-19: -**

- a. Buyer shall direct transporter to sanitize every vehicle coming for loading and should ensure that not more than two people (Driver-Cleaner) are on the vehicle who shall follow the various instructions/guidelines for safe keeping from Covid-19 and shall not stay in affected areas/ In case of infection, the responsibility shall solely rest with the plant operator at their risk and cost.
- b. Only the driver/cleaner wearing mask, gloves and having hand sanitizer shall be allowed in the Jhamarkotra Mine premises.
- c. Buyer shall direct the transporter to submit complete information about the driver-cleaner which shall include information regarding travel history, health and shall ensure the compliance of the guidelines issued from time to time by Central government/State Government.
- d. Buyer and his representative shall be bound to comply with the guidelines issued by Central/State Government from time to time.
- e. The driver-cleaner shall have their photo identity card /permission letter during their stay in the mines premises and if required by Jhamarkotra Officials; shall furnish the same. The driver-Cleaner shall also cooperate during medical /other test, if done by RSMML.
- f. Other relevant guidelines issued from Government of India and respective State Governments.

9. **Refund of EMD for Unsuccessful bidders:** In case of unsuccessful bidders, pre-Bid EMD shall be refunded by MSTC Limited on the bidder's request.

10. **Forfeiture of Security Deposit:** The security deposit of the successful Bidders will be liable for forfeiture in the following cases: -

- a. If the successful bidders do not lift the bid quantity within the stipulated period, the security deposit @ Rs.20/- PMT for the unlifted quantity would be forfeited. Such forfeiture shall be made only when the unlifted quantity is more than 30 MT and shall be made for the entire unlifted quantity.
- b. If the Buyer denies taking the material in writing after issuance of Release Order, security deposit @ Rs.20/- PMT equivalent to the unlifted quantity shall be forfeited.

11. **Refund of Credit Balance:** The balance value of the unlifted quantity after the expiry of the validity period for supply of Tailing and completion of required commercial formalities shall be refunded on request of the successful bidder subject to forfeiture of security deposit if required, in terms of the forfeiture clause as above.

12. **ROYALTY, DMF, NMET, GST:**

12.1. Royalty will be extra as applicable from time to time as declared by Govt. /Statutory authorities. At present it is Six percent (6%) of sale price on ad valorem basis.

12.2. Contribution of 30% of Royalty to District Mineral Foundation (DMF) and a contribution of 2% of Royalty to National Mineral Exploration Trust (NMET) shall be extra.

12.3. CGST, SGST and IGST shall be charged extra as applicable. Intra-state transaction will be levied with Central GST (CGST) and State GST (SGST). Inter-state transactions will be levied with Integrated GST (IGST) by the Central Government.

12.4. At present GST Rate is 5%.

12.5. Any revision in duties, taxes, levies etc. as and when made applicable by the Govt. shall be passed on to the buyer.

13. **General Terms & Conditions:**

- a. The Tailing procured is for captive use within the country only and not for Export.
- b. All terms and conditions of Scheme are subject to force majeure conditions as applicable.



- c. Bidders must always ensure to keep their email address valid. In any case Buyers cannot be absolved from fulfilling the responsibility of compliance of any of the terms and conditions herein including payment terms due to non-receipt of emails from MSTC Limited.
- d. Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their bid before submitting their Bid into the live-Auction floor by clicking the "Bid" button.
- e. There is no provision for bidding in decimals. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by them (including any wrongful bidding by them) and no complaint/representation will be entertained by MSTC Limited/ RSMML in this regard.
- f. The decision of the Competent Authority of RSMML in matters related to this e-Auction shall be final and binding on the bidders/Buyers.
- g. Quantity mentioned in notice is only indicative and may undergo a change depending on factors like actual availability of Tailing etc.
- h. Notwithstanding anything contained in the e-Auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale of the Tailing is on Ex-Jhamarkotra Mines on as is where is basis at tailing dam near GSF workshop of Jhamarkotra Mines. MSTC/ RSMML Ltd do not give any assurance or guarantee that the material to be delivered will adhere to notice or advertisement or quality/ specification. No claim whatsoever shall be entertained on account of loss of weight due to moisture or on quality grounds. The bidder/buyer shall have to satisfy themselves regarding the quality of Tailing and make their offer accordingly. No plea of misunderstanding or ignorance of conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of "CAVEAT EMPTOR" (let the buyer be aware) will apply.
- i. The despatches are on Ex-Mines basis. Claims on Quality or Quantity beyond despatch point shall not be entertained.
- j. RSMML / MSTC Limited reserves the right to cancel the sale of Tailing under this e-Auction at any stage at its sole discretion without assigning any reason thereof and no party shall have any right whatsoever to raise any claim in that regard on that count.
- k. RSMML/MSTC LTD. reserves their rights to amend/modify/reject the auction deal in full/part and reserves the right to further modify/amend and revise the terms and conditions contained herein in full or in part at any point of time and no party shall have any right, whatsoever to raise any claim in that regard on that count.
- l. Sale under each e-Auction shall be an individual, independent, unique and complete transaction.
- m. RSMML/MSTC will not be in any way responsible for failure to deliver the material due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD, Epidemic, Pandemic or other causes or other contingencies whatsoever. In case of such force majeure conditions, the period of delivery shall automatically get extended proportionately. The bidder/buyer shall not be entitled to cancel the contract on these grounds.
- n. **CONDUCT DURING DELIVERY:** Bidder/Buyer shall solely be responsible for movement and proper behavior of their deputies, agents, and laborers within RSMML Limited's premises. If any damage caused to RSMML's property, the buyer is responsible to make good such damage to the satisfaction of RSMML Ltd, and the decision of RSMML Limited, in this regard shall be final and binding. **Reselling of Tailing will not be allowed in any case whatsoever. In case any buyer is found doing so, RSMML shall be free to take suitable action including blacklisting the buyer, stopping the supplies, and forfeiting the security deposit of the concerned buyer.**
- o. **STATUTORY AND SAFETY CONDITIONS:** Before commencement of delivery operations, the buyer shall take group insurance for the workers under his control, which will not only cover fatal

- accidents, but also injuries, which may or may not result in partial or permanent disablement. The copy of cover note for insurance shall be submitted in the RSMML's office.
- p. **COMPLIANCE WITH LABOUR LAW AND SAFETY RULES:** During the delivery period, the workers employed by the buyer within the mines premises will be governed by the Labour Laws and Rules, Factory Act, Provision of EPF Act 1951 and RSMML's Security and Safety Rules as applicable.
- q. **ACCIDENTS ETC. TO BUYERS LABOURER:** RSMML Ltd/MSTC will not be responsible at any point of time for any injuries caused to the workers engaged by the buyer due to accident within the Jhamarkotra Rockphosphate Project premises or at the place of work and the bidder/buyer will make transport facility to the accident victims to the hospital and give proper arrangement for medical attention and treatment to his labourers and their representative. The bidder/buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of employment under any statute. It is the responsibility of the bidder/buyer to provide necessary safety appliances like hand gloves, helmet, boots etc to the labourers who are engaged for handling of the goods.
- r. During delivery, if any of the labourers are found not wearing the proper safety appliances; they will not be permitted to carry out the delivery works and will be sent out of Jhamarkotra Rockphosphate Project premises. RSMML reserves its right to stop the delivery work if it is carried out in an unsafe manner.
- s. Bidder/buyer shall arrange their own trucks/dumpers, and shall make their own arrangement for transportation of the material under supervision of authorized official of the RSMML Ltd.
- t. The authorisation for the men and material must be obtained from Group General Manager (Rockphosphate), Jhamarkotra Mines RSMML or his authorised officer.
- u. The buyer shall observe all statutory and safety measures. The suggestions given by the Safety Officer, Jhamarkotra Mines RSMML shall be scrupulously followed. All the labourers engaged by the buyer must wear safety kits like helmet, shoes, safety belts, gloves, etc. without which the entry is prohibited. The buyer must make his own arrangements for accommodation and canteen facilities for his workers.
- v. **BLACKLISTING:** If it is found that the bidder/buyer is not following the terms and conditions of payment/delivery or other conditions of the auction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidder/buyer are liable to be blacklisted and appropriate action will be taken as deem fit by RSMML/MSTC.
- w. No interest will be paid to the bidder/buyer on the amount paid or deposited by him and on the amount refundable to him if any.
- x. Removal, loading and transportation of Tailing will be allowed with the specific permission obtained from RSMML's officers authorised by Group General Manager (Rockphosphate) Jhamarkotra Mines RSMML. The safety precautions and procedures shall be stringently followed by the buyer.
- y. No Delivery of material will be given on holidays observed by RSMML. All deliveries will commence from 8:00A.M. and close at 3:00 P.M. RSMML may change the delivery time of material depending upon the site conditions. The bidder/buyer should intimate in writing in advance as to when vehicle will come for taking out the materials. The trucks/dumpers authorised by the officer-in-charge of Jhamarkotra Weighbridge alone will be permitted inside the Mines area for loading of the material. For the entry of vehicles in the Mines area, which is covered in the project area, the statutory obligations like valid driving license, Registration Certificate, road tax details, brake check-up clearance, etc. shall be submitted to the officer authorized by the Group General Manager (Rockphosphate) Jhamarkotra Mines RSMML and their permission is to be obtained. If the bidder/buyer comes without prior written intimation and permission as above, the RSMML Ltd has



got the right to return the vehicle without loading and bidder/buyer cannot claim for any loss towards the same. The loaded trucks/dumpers shall be permitted to move out of the Mines area after Weighment and completion of formalities at Weighbridge, Jhamarkotra Mines RSMML. After loading Tailing, if the gross weight is found more than the permitted weight, the vehicle will be sent back for unloading the excess quantity to Stock Yard. If it is less, the vehicle can go for reloading the balance quantity. The spillage of Tailing from the Truck near the weigh bridge shall be cleared by the buyer then and there. The empty trucks shall also be fully cleared by the buyer before taking weight.

Note: - Apart from terms and conditions mentioned here, the buyer shall also be bound by the terms and conditions mentioned in the Release Order.

- z. The material will be delivered only to the successful bidder/buyer or their authorized representatives. If the successful bidder/ buyer desires to authorize a representative or an agent for delivery, in such case the bidder/buyer shall produce suitable authorization letter authorizing his representative or agent to lift the materials from RSMML's premises.
- aa. Employees of RSMML Ltd /MSTC are not eligible to participate or to represent on any one's behalf in the e-Auction.
- bb. The entire area for this delivery work is under the control of Security personnel. The buyers and their authorised person's movement are restricted strictly within the delivery area only. If they are found roaming in other areas of Jhamarkotra Rockphosphate Project, severe action will be taken not only against them, but, also on the successful bidders/buyers for trespassing.
- cc. RSMML/MSTC will not be liable for any claim and buyer shall keep RSMML/MSTC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or other.
- dd. In case, the bidder commits any mistake of whatsoever nature and due to any reason while bidding during the e-Auction process, no relaxation of any sort shall be entertained by RSMML and action as per terms & conditions of this auction to forfeit the security deposit @Rs20 PMT for the un-lifted quantity in part/full shall invariably be made as the case may be.
- ee. **TERMINATION/ BREACH OF CONTRACT:** In the event of bidders' failure to fulfill any of the contractual obligations including non-lifting the contracted materials under this agreement, MSTC/RSMML's decision regarding bidders' failure being final and binding on the bidder. MSTC/RSMML shall have the full liberty to do any or all of the following: -
 - ff. Cancel the contract with immediate effect for the materials under the contract not taken delivery by the bidder as on that date, in which case the Pre-Bid EMD/Security Deposit and EMD along with the balance payment (if paid, any), will stand forfeited.
- gg. Retain and / or adjust, recover from bidders any amount lying with MSTC / RSMML to the bidders credit either under this contract or any other which may at any time become payable / refundable to the bidder either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by MSTC/ RSMML in selling the materials under contract not taken delivery by the bidder at bidders risk and costs. Even after such recovery / adjustment by MSTC / RSMML from bidder any amount as mentioned above lying with MSTC / RSMML, if any further amount is still found payable / refundable by the bidder, the bidder shall pay the same to MSTC/RSMML on demand without any objection or demur.

- hh. MSTC shall have the right to issue addendum to the e-Auction document to clarify, amend, modify, supplement, or delete any of the conditions, clauses or items stated. Addendum so issued shall form part of original invitation to e-Auction.
- ii. The bidder shall have no right to issue addendum to e-Auction document to clarify, amend, modify, supplement, or delete any of the conditions or items stated therein.
- jj. **ARBITRATION:** In the event of any dispute and/or difference arising between the Bidder/Buyer and/or their Agent as to the construction, interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the Arbitration. The Arbitrator shall be appointed by the Managing Director of RSMML.
- kk. **Court Jurisdiction:** In the event of dispute after arbitration, either of the parties may go to court whose jurisdiction will be at Udaipur in the state of Rajasthan only.

