

TERMS & CONDITIONS OF e-AUCTION SCHEME FOR SALE OF RUN-OF-MINE (ROM) LIMESTONE

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:

1. **PRE-BID EMD PAYMENT:** Interested parties have to deposit Pre-Bid EMD@Rs.10/- per MT on or before 27-08-2012 as per Clause No. 3.3.
2. **Eligibility Criteria:** Interested parties are required to submit documents pertaining to eligibility criteria as per Clause No. 3.1 / 3.2, whichever applicable.
3. **Starting/Reserve Price:** Rs. 240/- per MT Base Price Exclusive of Royalty & other statutory/Govt. levies.
4. **Minimum Quantity to bid for:** 1000 MT Grey Cement Grade and/or 200 MT Chemical Grade for Consumers/Buyers as per Clause No. 3.3.
5. **Maximum Quantity:** 2000 MT Grey Cement and/or 2000 MT Chemical Grade for Consumers/ Buyers as per Clause No. 3.3.
6. **Quantity Increment:** 500 MT Grey Cement and/or 50 MT Chemical Grade for Consumers/Buyers as per Clause No. 3.3.
7. **Price Increment:** Rs.5/- per MT during the normal period and Rs.5/- per MT during extension period.

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 (Limestone), SBU & PC (Limestone) 8, West Patel Nagar, Circuit House Road, Jodhpur (Raj.) (RSMML), the Owner/Seller, will be hereinafter referred to as PRINCIPAL/RSMML (Contact Person : Shri Y. S. Sankhla, Manager(Mktg.),0291-2511031,9413329951 and MSTC Ltd., the Selling Agent of the PRINCIPAL, having its branch office at 21, Kamalanjali Apartment, 2nd Floor, Old Padra Road, Akota, Vadodara - 390020 will be hereinafter referred to as MSTC (Contact Person : Shri A K Chaudhary,0265-2310606,2339672,2330726,Ext:203). 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.

1. The auction would be for Grey Cement and Chemical Grade Limestone for Consumers/Buyers.
2. The total quantity available to be e-auctioned for Consumers/Buyers is as under:
 - (i) Grey Cement Grade (Lot No. Dhanappa/Sawai): 4000.00 MT (Four Thousand Metric Ton only)
 - (ii) Chemical Grade (Lot No. Dhanappa/ Sawai): 4000.00 MT (Four Thousand Metric Ton Only)

Eligibility: The eligibility criteria for identifying the Consumers/Buyers to ensure committed lifting will be as under:

(A) CONSUMER:

Any Indian actual user (viz. individual, partnership firm, companies etc.) who has a capacity to consume minimum 2000 MT limestone per month. A buyer shall be an actual user, i.e., the prospective bidders shall furnish documentary proof for this as per cl.3.1, without which they may not be permitted to participate in the e-Auction.

(B) BUYER:

Any Indian Buyer (viz. individual, partnership firm, companies etc.) who has purchased minimum 2000 MT limestone in any of the last three financial years i.e.2009-10 to 2011-12 can participate in the e-auction on submission of documentary proof for this as per clause No. 3.2, without which they may not be permitted to participate in the e-Auction.

Note:- This is as per RSMML's sales policy which shall be treated as final and binding on all buyers. M/s. MSTC/RSMML reserves the right to alter/withdraw this Clause at any stage in this e-Auction sale, without assigning any reason thereof.

(3) List of documents to be submitted at MSTC's/RSMML's end prior to participating in the e-Auction.

Interested buyers please may note that the following documents are to be submitted on or before **27-08-2012** latest by 1 pm. Bidders whose documents are received after 1 pm shall not be considered for participation in this e-Auction.

3.1 For Consumer: Interested bidders falling under this category will be required to submit eligibility documents duly notarized/attested by the gazetted officer as under at the office of M/s MSTC Ltd., Vadodara or RSMML at Jodhpur as mentioned above, specifying the category and the lot No.(s) & name(s) to which the bidder is applying for:

1. Partnership Deed /incorporation certificate of Company & Memorandum of association.
2. Copy of the industries registration certificate provided by Commissioner of Industries.
3. Copy of the latest sales tax return.

4. Copy of the latest sales tax/VAT registration certificate.
5. Copy of PAN Card.
6. Copy of IT Return.
7. Undertaking on Non Judicial stamp paper of Rs.50/- as per annexure for genuineness of documents. [Click here to View/Download the format of Undertaking.](#)
8. Affidavit on Non Judicial stamp paper of Rs. 50/- as per annexure and certifying that the limestone procured will be used/ consumed at the own unit only. [Click here to View/Download the format of Affidavit.](#)
9. Passport size photograph, registration fees etc.

The documents listed at item Nos.4, 5, 6 & 9 shall have to be submitted compulsorily at MSTC's office at Vadodara for registration at their end.

3.2 For Buyer: Interested Bidders falling under this category will be required to submit documents duly notarized/attested by the gazetted officer as under at the office of M/s MSTC Ltd., Vadodara or RSMML at Jodhpur as mentioned above, specifying the category and the lot No.(s) & name(s) to which the bidder is applying for:-

1. Partnership Deed / incorporation certificate of Company & Memorandum of association etc.
2. Copy of the latest sales tax return.
3. A copy of latest sales tax /VAT registration certificate.
4. Copy of IT return.
5. Copy of PAN Card.
6. Undertaking on Non Judicial stamp paper of Rs.50/- each as per annexure for genuineness of documents. [Click here to View/Download the format of Undertaking.](#)
7. To prove that the Buyer has purchased minimum 2000 MT limestone in any one of the preceding three years i.e.2009-10, 2010-11 & 2011-12.
8. Passport size photograph, registration fees etc.

The documents listed at item Nos.3, 4, 5 & 8 shall have to be submitted compulsorily at MSTC's office at Vadodara for registration at their end.

3.3 EMD PAYMENT: All Buyers/Consumers having been registered with MSTC Limited shall also have to furnish non-interest bearing Earnest Money Deposit (EMD), by way of DD, favouring MSTC Limited, payable at VADODARA at the rate of Rs.10/- per MT, for their required quantity (1000 MT & multiple of 500 MT thereafter for grey cement grade up to a maximum of 2000 MT and Minimum 200 MT & multiple of 50 MT thereafter for chemical grade upto a maximum of 2000 MT). The EMD is to be submitted on or before **27-08-2012**. No EMD shall be accepted on the date of e-Auction. This EMD shall be available with MSTC Limited for participation in the e-Auction of ROM Limestone from RSMML's Dhanappa/Sawai Mine; Rajasthan only, as long as the required amount of EMD is available in the bidders account with MSTC Limited. EMD may also be paid by RTGS to MSTC's account, the detail of which is given below:

BANK: CENTRAL BANK OF INDIA; BRANCH CODE: 0987; IFS CODE: CBIN0280987; A/C. NO.: 1311784825; MICR NO.: 390016010; Branch Name: RACE COURSE ROAD, BARODA.

(4) Notification

4.1 The e-Auction will be for dispatches through trucks arranged by the buyer's only.

4.2 Inspection:

- **Dhanappa/Sawai Mines: Bidders/Customers will be permitted to inspect the ROM limestone at the mine face as per the schedule except on holidays, during the working Hours between 9.00 AM to 4.00 PM. Stock Material will not be available for pre-bid inspection. For inspection of the ROM Limestone, interested customers may contact Manager (Mining), RSMML, Limestone Unit, Harsolav Road, Gotan-342 904 (Rajasthan) or the Manager(Mktg), SBU & PC (Limestone), RSMML Limited, 8, West Patel Nagar, Circuit House Road, Jodhpur (Rajasthan) or his authorised officers (contact Nos. of Manager (Mktg) is 9413329951 and Manager (Mining) is 9414163013).**

4.3 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 ROM Limestone being offered for sale. The Average Range of the specification of ROM Limestone offered for sale on "As recd. Basis" at RSMML's Laboratory will be as under:

Specifications	Grade	
	Chemical	Grey Cement
CaO	52.5% Min ^M .	47.5% Min ^M .
MgO	1.0% Max ^M .	2.0% Max ^M .
SiO ₂	3.0% Max ^M .	6.0% Max ^M .
Fe ₂ O ₃	0.3% Max ^M .	2.0% Max ^M .

Note: The purchaser/ bidder shall have to satisfy themselves on inspection of the material as to the extent of quality, composition, etc. and make

his/her offer accordingly. However, M/s. MSTC/ 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 EMD available with M/s. MSTC Limited in the bidder's account at the time of bidding. However, the maximum quantity is subjected to a cap. of 2000 MT grey cement grade and 2000 MT chemical grade.

5.4 The Bidders while bidding shall quote their "Bid Price" per MT in Indian Rupee as base ROM Limestone price on Ex-Pit Dhanappa/Sawai mine basis (for Lot No. Dhanappa/Sawai – Grey Cement Grade & Dhanappa/Sawai – Chemical Grade), exclusive of other charges like taxes, Limestone Cess, MR Cess, Royalty, & any other charges as will be applicable at the time of delivery. At the time of lifting/delivery of the material, if there is any change in regard to Royalty, rate of local Sales Tax, and implications of VAT or any other statutory levy, the same will be charged extra to the buyers/bidders/purchasers account. For Inter-State sale, 'C' form will be accepted at the applicable Sales Tax rates.

5.5 The bidder has to bid for a price equal to or above the reserve price to secure consideration in the concerned e-Auction.

5.6 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 but for 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.

5.7 The bidder shall offer their Bid Price (Per MT) in the increment of Rs.5/= (Rupees five only) and in multiples of Rs.5/= (Rupee five only) during the normal e-Auction period and also during the extended period. The minimum quantity increment should be 500 MTs or multiples of 500 only in case of grey cement grade and 50 MT or multiples of 50 only in case of chemical grade Consumers/ Buyers.

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 allotted quantities at that point of time. The system will not allow a Bidder to Bid in excess of his entitled quantity as per his EMD. However, once a Bidder is out-bided by another (in part or full) the particular Bidder shall become eligible for making further an improved Bid offer.

5.9 Following criteria would be adopted for each lot (Grade wise) 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 his bid first with reference to time. As per MSTC, this word is set out before Supreme Court by M/s. Coal India Limited. Hence, it need not be changed.

(6) Post e-Auction Process:

6.1 Each successful bidder will be intimated through e-mail by MSTC Limited on the same date after the closure 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 same date after close of e-Auction.

6.2 The successful bidders after the e-Auction, will be required to deposit ROM Limestone value with RSMML strictly as per Clause 7 of the terms of payment.

6.3 Equivalent amount of 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 in respect of successful bidders.

(7) Terms of Payment:

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

a) Minimum 10% Bid value for the successful bid quantity of ROM Limestone along with the applicable Royalty, VAT, Limestone/MR Cess etc. shall be deposited within 03 days from the date of close of e-Auction. On receipt of such payment RSMML shall issue a sale order to the successful bidders for the total allotted quantity.

b) The balance 90% Bid value or as the case may be for the successful bid quantity of ROM Limestone with the applicable Royalty, VAT, Limestone/MR Cess etc. shall be deposited within ten days from the date of close of e-Auction. On receipt of payment RSMML shall issue a Delivery order for quantity in proportion to the amount deposited. In case of delay in depositing the balance bid value, the delivery order may not be issued. Delivery may be commenced on receipt of the above remittances only. The delivery period extensions will not be granted on account of the delay in remitting the payments.

Note :- The Total quantity offered in this e-auction will have to be lifted by the successful bidders on or **before 31.10.2012** else the security deposit @Rs.10/- PMT for the unlifted quantity would be forfeited besides taking appropriate action by RSMML.

7.2 EMD amount shall not be treated as an adjustment towards the ROM Limestone value, but would stand converted into a 'Security Deposit' for performance of the bidders towards completion of the said transaction.

7.3 The above security deposit (as converted from the EMD amount) would be refunded to the successful bidder, only after completion of lifting of ROM Limestone, after deducting for any loss or damages caused to RSMML's properties, while lifting the ROM Limestone. However, in the event of

default in performance by the bidder, the provision of forfeiture of the 'Security Deposit' as stipulated, would be applicable and invoked by RSMML.

7.4 The ROM Limestone value as in Clause 7.1 above shall be deposited by way of demand draft /pay order, drawn in favour of M/s. Rajasthan State Mines & Minerals Limited, payable at Jodhpur, Rajasthan along with the debit advice issued by the bank, certifying that the DD/pay order has been issued, by debiting the account of the concerned Buyer. Delivery orders shall be issued for the respective quantity only for which the payment is received in advance. 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, Jodhpur are:

BANK: STATE BANK OF INDIA; BRANCH CODE: 3649; RTGS CODE: SBIN003649; A/C No.: 30197702251.

(8) Procedure of ROM Limestone Delivery

8.1 RSMML shall issue separate Delivery Orders to the successful bidders in terms of Clause (7) after realization of 100% payment. The Buyer has to submit the option before the issue of the Sale / Delivery Order for movement of the ROM Limestone "within State" or "outside State" and the Sale / Delivery Order would indicate the same accordingly. However, the challan issued by RSMML shall indicate the destination.

8.2 The validity period to complete lifting of the entire sale quantity ROM Limestone by road shall be upto **31.10.2012**. No extension on any ground would be granted beyond **31.10.2012**. ROM Limestone sold, but not lifted within the above specified period will become the property of RSMML and it has the right to sell the unlifted quantity in any manner as RSMML may deem fit without any notice.

8.3 It is the responsibility of the Purchaser/Buyer/Bidder to take delivery of the ROM Limestone from the Mine Pit, strictly adhering to the safety precautions and the provisions of Environment Protection Act. The loading of the ROM Limestone into the trucks arranged by the buyer's will be done by buyer's and transportation to the bidders premises shall be the sole responsibility of the buyer only and they shall not give any room for complaint of pollution, whatsoever.

8.4 The ROM Limestone after confirmation of sale left at Rajasthan State Mines & Minerals Limited will remain at the sole risk and responsibility of the purchaser/bidder/buyer. MSTC/ RSMML Ltd will not undertake any liability, whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lots as put up for sale, is subject to change by nature's wear and tear. No complaint will be entertained regarding quality or mis-description for the materials sold once the bid is accepted.

(9) Refund of EMD for Unsuccessful bidders: In case of unsuccessful bidders, EMD shall be refunded by MSTC Limited after the e-Auction is over, on the bidder's request. However, if no such request is received MSTC Limited will retain the EMD for participation in e-Auction in future.

(10) Forfeiture of EMD: The EMD submitted by the successful Bidders will be liable for forfeiture in the following cases:-

10.1 If after completion of e-Auction, the successful bidder fails to make payment for the ROM Limestone value including all other charges within the stipulated time, the proportionate EMD equivalent to the unlifted quantity shall be forfeited subject to the provisions at Clause 7.0 and/or,

10.2 If the successful bidders does not lift the booked quantity within the stipulated validity period, the proportionate Security Deposit @ Rs.10/- per Tonne (as converted from the EMD amount) for the unlifted quantity would be forfeited. Such forfeiture shall be made only, if the balance Unlifted Quantity is equal to or more than a Truck Load, i.e.9.0 tonnes as applicable. Such forfeiture, however, would not take place, if RSMML has failed to offer full or part of the successful bid quantity within the validity period. In such cases again, no forfeiture would take place, if the balance quantity is less than a truck load, i.e. 9.0 Tonnes. If the buyer fails to lift the quantity within the stipulated period because of fault on the part of RSMML, then it shall be the responsibility of the buyer to seek documentary evidence from RSMML in support of the same so as to justify the fault.

10.3 If the Buyer cancels the order after booking, the EMD @ Rs.10/- per tonne for the unlifted quantity shall be forfeited for the order cancelled.

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

(12) ROYALTY, TAXES, MR CESS AND LIMESTONE CESS:-

12.1 Royalty/Sales Tax/Limestone Cess/MR Cess as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this e-Auction shall be borne by the successful bidders/purchaser/buyer. Present Royalty is Rs.65/= per M.T., Limestone Cess is Rs.1/= per M.T., MR Cess is Rs. 5/= (Applicable on cement grade Limestone supplied to Cement Plants only) and Sales Tax i. e. VAT @ 5%.

12.2 At the time of lifting/delivery of the material, if there is any change in regard to royalty, the rate of local Sales Tax, Limestone Cess, MR Cess and implications of VAT or any other statutory levy. The same will be charged extra to the buyers/bidder/purchaser account.

12.3 The bidders should give their bids exclusive of Royalty, All Statutory Charges, Taxes, Limestone Cess, MR Cess and any other Levies. Such Royalty, Statutory Charges, Taxes, Limestone Cess, MR Cess and any other Levies as applicable will have to be paid over and above the quoted rate.

12.4 For interstate sale, 'C' Forms will be accepted at the applicable sales tax rates, presently at 2% against 'C' Form and 5% without 'C' Form.

(13) General Terms & Conditions:

13.1 The ROM Limestone procured under e-Auction is for use within the country and not for Export.

13.2 All terms and conditions of Scheme are subject to force majeure conditions as applicable.

13.3 Bidders must always ensure to keep their email address valid. In any case Buyers can not be absolved from fulfilling the responsibility of compliance of any of the terms and conditions herein including payment terms due to non-receipt of emails from MSTC Limited.

13.4 Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their bid before submitting their Bid into the live-Auction floor by clicking the "Bid" button.

13.5 There is no provision for bidding in decimals. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by them (including any wrongful bidding by them) and no complaint/representation will be entertained by MSTC Limited/ RSMML in this regard.

13.6 The decision of the Competent Authority of RSMML in matters related to this e-Auction shall be final and binding on the bidders/Buyers.

13.7 Quantity mentioned in notice is only indicative and may undergo a change depending on factors like actual production of ROM Limestone etc.

13.8 Notwithstanding anything contained in the auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale of the ROM Limestone is Ex Dhanappa/Sawai Mines pit head on as is where is and no complaint basis only. MSTC/ RSMML Ltd do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or quality/ specification. The purchaser/ bidder/buyer shall have to satisfy himself on inspection of the ROM Limestone at the mine face as to what they contain and make his/her offer accordingly. No plea of misunderstanding or ignorance of conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of "CAVEAT EMPTOR" (let the buyer be aware) will apply.

13.9 There will not be any joint/ third party sampling facility extended to any buyer. Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of ROM Limestone shall not be acceptable.

13.10 RSMML / MSTC Limited reserves the right to cancel the sale of ROM Limestone under this e-Auction from any source / location in part or whole at any stage at its sole discretion without assigning any reason thereof and

no party shall have any right whatsoever to raise any claim in that regard on that count.

13.11 RSMML/MSTC reserves their rights to amend/modify/reject the auction deal in full/part and reserves the right to further modify/amend and revise the terms and conditions contained herein in full or in part at any point of time and no party shall have any right, whatsoever to raise any claim in that regard on that count.

13.12 Sale under each e-Auction shall be an individual, independent, unique and complete transaction.

13.13 RSMML/MSTC will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes or other contingencies whatsoever. In case of such force majeure conditions, the period of delivery shall automatically get extended proportionately. The buyer/bidder/purchaser shall not be entitled to cancel the contract on these grounds.

13.14 CONDUCT DURING DELIVERY: - Buyer/bidder/purchaser shall solely be responsible for movement and proper behavior of their deputies, agents, and laborers within RSMM Limited's premises. If any damage caused to RSMML's property, the buyer is responsible to make good such damage to the satisfaction of RSMM Ltd, and the decision of RSMM Limited, in this regard shall be final and binding.

13.15 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.

13.16 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.

13.17 ACCIDENTS ETC. TO BUYERS LABOURER: RSMM Ltd/MSTC will not at any point of time be responsible for any injuries caused to the workers engaged by the buyer due to accident within the Dhanappa/Sawai Limestone Mines premises or at the place of work and the bidder/buyer/purchaser 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/purchaser/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/purchaser to

provide necessary safety appliances like hand gloves, helmet, boots etc to the labourers who are engaged for handling of the goods.

13.18 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 Dhanappa/Sawai Limestone Mines premises. RSMML reserves its right to stop the delivery work, if it is carried out in an unsafe manner.

13.19 The purchaser/bidder/buyer shall bring their own bags and boxes, cases or their receptacles for the removal of the auctioned items and shall make their own arrangement for lifting and clearing the materials under supervision of authorized official of the RSMML Ltd. RSMML will not provide any assistance whatsoever.

13.20 The entry pass for the men and material has to be obtained from the Mines Manager, Dhanappa/Sawai Limestone Mines, RSMML or his authorised officer.

13.21 The buyer shall observe all statutory and safety measures. The suggestions given by the Mines Manager, Dhanappa/Sawai Limestone Mines, RSMML shall be scrupulously followed. All the labour engaged by the buyer must wear safety kits like helmet, shoes, safety belts, gloves, etc. without which the entry is prohibited. The buyer has to make his own arrangements for accommodation and canteen facilities for his workers.

13.22 BLACKLISTING: If it is found that the bidder/buyer/purchaser 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/purchaser are liable to be blacklisted and appropriate action will be taken as deem fit by RSMML/MSTC.

13.23 No interest will be paid to the purchaser/bidder/buyer on the amount paid or deposited by him and on the amount refundable to him if any.

13.24 ROM Limestone in the lot is sold on "as is where is basis" from the running mine face only. No guarantee is given as regards to sizes, quality and/or weight. Description of any lot is given by way of identification thereof only and the use of such description shall be construed as sale by description. Stock material will not be available at the time of pre-bid inspection. Bidders shall have to take the samples from the mine face for the purpose of quality.

13.25 Removal, loading and transportation of ROM Limestone will be allowed with the specific permission obtained from RSMML's officers authorised by Mines Manager, Dhanappa/Sawai Limestone Mines, RSMML. The safety precautions and procedures shall be stringently followed by the buyer.

13.26 No Delivery of material will be given on holidays observed by RSMML. All deliveries will commence from 9.00 A.M. and close at 4.00 P.M. RSMML may change the delivery time of material depend upon the site conditions. The purchaser/ bidder/buyer should intimate in writing in advance as to when vehicle will come for taking out the materials. The lorries authorised by the officer-in-charge of Limestone Sales/ Dhanappa/Sawai Limestone Mines alone will be permitted inside the Mine area for loading of the materials. For the entry of vehicles in the Mine area, the statutory obligations like valid driving license, road tax details, brake check up clearance, etc. shall be submitted to the officer authorized by the Mines Manager Dhanappa/Sawai Limestone Mines /RSMML and their permission is to be obtained. If the purchaser/bidder/buyer comes without prior written intimation and permission as above, the RSMM Ltd has got the right to return the vehicle without loading and purchaser / bidder/buyer cannot claim for any loss towards the same. The loaded lorries shall be permitted to move out of the Mine area, after issue of the Delivery Challan-cum-Gate Pass/Invoice duly signed by the officer authorized by Mines Manager Dhanappa/Sawai Limestone Mines, RSMML as well as the Security personnel. After loading Limestone, 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 Limestone 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. If not, then RSMML will clear the same.

13.27 The material will be delivered only to the successful bidder/buyer/purchaser or their authorized representatives against presentation of photo pass issued by MSTC. If the successful bidder/buyer/purchaser desires to authorize a representative or an agent for delivery, in such case the bidder/purchaser/buyer shall produce suitable power of attorney or authorization letter duly attested by a notary public authorizing his representative or agent to lift the materials from RSMM Ltd premises.

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

13.29 Picking the material at random is not allowed. Lifting should be done as a whole without choosing and picking. Only the specified area/mine face identified by the RSMML official will be allowed for lifting.

13.30 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 Dhanappa/Sawai Limestone Mines, severe action will be taken not only against them, but, also on the successful bidders/buyers for trespassing.

13.31 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.

13.32 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 @Rs.10/- PMT for the unlifted quantity in part/full shall invariably be made as the case may be.

13.33 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 in regard to bidders failure being final and binding on the bidder. MSTC/RSMML shall have the full liberty to do any or all of the following :- Cancel the contract with immediate effect for the materials under the contract not taken delivery by the bidder as on that date, in which case the Pre-Bid EMD/Security Deposit and EMD along with the balance payment (if paid, any), will stand forfeited.

AND/OR

Retain and / or adjust, recover from bidders any amount lying with MSTC / Owner 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/ Owner in selling the materials under contract not taken delivery by the bidder at bidders risk and costs. Even after such recovery / adjustment by MSTC / Owner from bidder any amount as mentioned above lying with MSTC / Owner, if any further amount is still found payable / refundable by the bidder, the bidder shall pay the same to MSTC on demand without any objection or demur.

13.34 MSTC shall have the right to issue addendum to the E-auction document to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued shall form part of original invitation to e-Auction.

13.35 The bidder shall have no right to issue addendum to e-Auction document to clarify, amend, modify, supplement or delete any of the conditions or items stated therein.

13.36 ARBITRATION: In the event of any dispute and/or difference arising between the Bidder/purchaser/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

13.37 Court Jurisdiction: In the event of dispute after arbitration, either of the parties may go to court whose jurisdiction will be at Jodhpur in the state of Rajasthan only.