

# **TENDER DOCUMENT**

**FOR**

## **SALE OF MINERALS**

for

Sillimanite Gr III, Sillimanite Unsorted Chilly,  
Sillimanite Rejects, Pyrophyllite,  
Iron ore lumps, Iron ore fines,  
White & Off-White Dolomite, Dolomite Reject,  
and  
Mineralised Waste (Dolomite)



from MSMC's Mines at

**Pohara, Patgowari & Khursipar**



# MAHARASHTRA STATE MINING CORPORATION LIMITED

( A Government of Maharashtra Undertaking )

Plot No.7, Ajni Chowk, Wardha Road, Nagpur- 440 015

Tel.No. 0712- 2253204-07

Fax : 0712-2253203

Email : sales@msmc.gov.in

Website: www.msmc.gov.in

## e-TENDER NOTICE

### Sale Of Minerals

Managing Director, Maharashtra State Mining Corporation Ltd invites digitally sealed tenders (Two- Bid System), as per e- tendering system published on [www.mahatenders.gov.in](http://www.mahatenders.gov.in) , for Sale of Minerals viz. Sillimanite Gr III, Sillimanite Unsorted Chilly, Sillimanite Rejects, Pyrophyllite, Iron ore lumps, Iron ore fines, White & Off-White Dolomite, Dolomite Reject and Mineralised Waste (Dolomite)

### NOTICE DETAILS

Tender Notice no.	MSMC/Sale/2015/01
Cost of tender document and EMD Amount	As against each mineral as specified in Annexure 1 of Tender Document
Date, Time and place of online opening of Tender ( Tech.&Commercial)	23/04/2015 -12.00 hrs onwards at MSMC's Head office at Plot No.7, Ajni Chowk, Wardha Road, Nagpur- 440 015
Tender shall remain valid till	up to 90 Days from the date of opening of offer
Tender For	Sale of Minerals viz. Sillimanite Gr III, Sillimanite Unsorted Chilly, Sillimanite Rejects, Pyrophyllite, Iron ore lumps, Iron ore fines, White & Off-White Dolomite, Dolomite Reject and Mineralised Waste (Dolomite)

Details of Specification & Quantity is available in Annexure 1 of Tender Document.

### TENDER SCHEDULE :

Please Note : All bid related activities (Process) like Tender Document Download, Bid Preparation, Bid Submission will be governed by time schedule given as per Key dates mentioned below

Sr. No.	Activities	Dates & Time
1	Online Tender Release	01/04/2015 at 16.00 hrs
2	Online Tender Document Download	01/04/2015 at 16.00 hrs TO 22/04/2015 at 18.00 hrs
3	Online Submission of Bid	01/04/2015 at 16.00 hrs to 22/04/2015 up to 18.00 hrs
4	Online Tender Opening (Technical)	23/04/2015 at 12.00 hrs onwards
5	Online Tender Opening(Commercial)	23/04/2015 after opening of Technical bids

**Dr. Mahendra Kalyankar, I.A.S**

MANAGING DIRECTOR

MSMC Ltd.

## **GENERAL INSTRUCTIONS**

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit the following e-Tendering website of Government of Maharashtra: <http://www.mahatenders.gov.in> all bidders interested in participating in the on-line e-Tendering process are required to obtain Class II or Class III Digital Certificates. The tender should be prepared & submitted online using individuals digital signature certificate.

### **PURCHASE AND DOWNLOADING OF TENDER FORM:**

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <http://www.mahatenders.gov.in> Tender document may be purchased online and downloaded from web site <http://www.mahatenders.gov.in> by payment of requisite amount through payment gateway. Subsequently, bid has to be prepared and submitted online ONLY as per the schedule.

Tender forms will not be sold / issued manually from O/o Maharashtra State Mining Corporation Ltd.

Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Fee as specified in Annexure 1, is paid through payment gateway provided on website, on or before scheduled date given in NOTICE DETAILS of the tender.

### **INSTRUCTION TO BIDDERS**

#### 1. Introduction :-

1.1 The Managing Director, Maharashtra State Mining Corporation Ltd. , Nagpur, herein after referred to as "Seller" invites Digitally sealed tenders in TWO BID system for Sale of Minerals specified in (Annex-1) through E-Tender process from MSMC's mine at Pohara, Patgowari & Khursipar.

1.2 The tender document is uploaded/ released on Government of Maharashtra, (GOM) E- Tendering website <http://www.mahatenders.gov.in>. The bidders are required to purchase the Tender document online through payment gateway by payment of requisite amount as per schedule (Annexure I) mentioned in notice details and download the document from web site <http://www.mahatenders.gov.in>.

Tender document and supporting document have to be purchased on- line and to be downloaded from the website. Subsequently, tender has to be prepared and submitted online only as per the schedule.

The tender form will not be sold/issued manually from O/o Maharashtra State Mining Corporation Ltd.

Only those tender offers, shall be accepted for evaluation for which non-refundable Tender Fee of requisite amount as per schedule (Annexure I) mentioned in notice details is paid online through payment gateway on or before schedule date given in TENDER SCHEDULE of the tender.

1.3 The quantities mentioned in the tender are only approximate estimated quantities. The Managing Director reserves the right to increase or decrease the quantities of material to be sold without assigning any reason thereof.

## **2. Process of Submission of Tenders:-**

Both the bids (Technical as well as commercial) shall be submitted online. Tender(s) not submitted online shall not be entertained.

All the documents shall be submitted online (In the form of PDF files/ Scanned images). These documents need to be digitally signed by individual bidder's digital signature and uploaded during online bid preparation stage.

## **3. Instruction for online submission**

The date and time for online submission of envelopes shall strictly followed in all cases. The bidder should ensure that their tender is prepared before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Tender(s) not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, MSMC shall not be responsible for that and any grievance regarding that shall not be entertained.

3.1 Tender shall be submitted in two Envelopes i.e. Technical Bid in Envelope-1 & Price Bid in Envelope-2 by E- Tendering procedure

3.2 Tenders submitted without following Two Bid system and by without E-Tendering procedure shall be rejected.

3.3 The Two Bid offer must be submitted along with document(s) as per the guidelines given below by E-Tendering procedure only.

3.4.1 Envelope No.1 (Technical Bid):- Technical bid shall include following document(s) to be submitted inside the Envelope-1

Bidder should submit all the following documents online by E-Tendering procedure (In the form of PDF files/ Scanned images). These documents need to be digitally signed by individual bidder's digital signature and uploaded during online bid preparation stage.

- a. Proof of Payment of the Cost of Tender as prescribed in clause 1.2.
- b. copy of Prescribed Tender Form
- c. Earnest Money Deposit (EMD).
- d. Sales Tax / VAT Registration Certificate
- e. DGM registration(Purchasers from MP and Chhattisgarh to give undertaking that the material will not be unloaded or stacked in the state of Maharashtra).
- f. IBM Registration
- g. Covering letter as per annexure-2.
- h .Copy of the firm/company registration certificate issued by the competent authority and detail profile of the company/firm.

Tenders without DD for tender cost, E.M.D., sales tax/VAT registration certificate, or IBM registration will be summarily rejected which may be noted.

3.4.2 Envelope-2 (Price Bid):- Price bid shall include following document(s) to be submitted inside the Envelope-2.

All financial offers must be prepared and submitted online (An online form will be provided, in the form of BOQ) and signed using individuals digital certificate.

2.4.2.1 Price bid must be strictly in form BOQ.

#### **4. Deadline for submission of Tenders:-**

4.1 Tender shall be submitted online on or before last date & time of submission as per schedule specified in tender notice.

4.2 However the Seller may at his discretion, extend the deadline of submission of tenders before closing, by notifying it on official web site. Tenders are requested to visit official website till last date of submission of tender for any changes in this regards. No separate communication or publication shall be made in this regard.

#### **5 Eligibility Criteria for this tender**

Bidder should submit all the documents online (in the form of PDF files/scanned images). These documents need to be digitally signed by individual bidder's digital signature and uploaded during the online bid preparation stage.

5.1 Basic Eligibility Criteria:-

5.1.1. Covering Letter for Enclosure

A covering letter as prescribed in Annex-2 on the official letter head of the bidder and duly signed with seal.

5.1.2 **The proof of payment towards cost of Tender Document.** The bidders are required to purchase the Tender document online through payment gateway by payment of requisite amount as per schedule (Annexure I) mentioned in notice details and download the document from web site <http://www.mahatenders.gov.in>.

5.1.3 **Earnest Money Deposit (EMD):-**

5.1.3.1 The bidder shall deposit payment of requisite amount towards Earnest Money Deposit (EMD) (which is refundable) for each mineral as per schedule (Annexure I) mentioned in notice details online through payment gateway at <http://www.mahatenders.gov.in>.

5.1.3.2 Any tender without EMD or EMD of an amount less than as prescribed in clause will be summarily rejected.

5.1.3.4 EMD will be discharged /returned to all unsuccessful bidders, and EMD of successful bidders will be deposited along with cost of mineral.

5.1.3.5 Bidder shall not be entitled for any interest on EMD.

5.1.3.6 EMD shall be forfeited:-

(a) If a bidder withdraws its tender during the period of bid validity as specified in the tender.

(b) In case of a successful tender, if the bidder fails:

(i) To deposit the full cost of its requirement with tax in advance.

(ii) To lift the material as quoted in its offer.

5.1.4 (a) The Firms/Parties who have been notified as BLACKLISTED / DEBARRED by any State /Central/ Quasi Government or who have been blacklisted by MSMC or against whom such procedure/action is being initiated by MSMC are not eligible for participation in this tender.

(b) The Managing Director, MSMC / Tender Inviting Authority reserve the right to reject the Tenders of such Black Listed Firms/parties, if received.

(c) If the Managing Director, MSMC / Tender Inviting Authority come to know of such blacklisted status of the Firm/Party, subsequent to the opening of the Tender/Acceptance of the Tender, the Managing Director, MSMC shall have the right to forfeit all the deposits and terminate the contract/stop the sale.

#### **6. Cost of Tendering:-**

The bidder shall bear all the costs associated with the preparation & submission of their tenders and the seller will in no case be responsible or liable for those costs, Regardless of the conduct or outcome of the tendering process.

#### **7. Amendment of Tender Document:-**

7.1 The seller may amend the tender document(s) by issuing Addendum/Corrigendum on official e-Tender website of Maharashtra Govt. <http://www.mahatenders.gov.in>

7.2 Any Addendum/Corrigendum as well as clarification thus issued shall be a part of the Tender Document. And it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its tender.

7.3 The Seller shall extend, at its discretion, the deadline for submission of tenders, in which case, the Seller will notify all Bidders by placing it on website of the extended deadline and will be binding on them.

#### **8. Opening of Tender:-**

8.1 Tender shall be opened on the date & time specified in tender notice and therefore bidder or its authorized representative is encouraged to be present at the time of opening of tender.

TECHNICAL ENVELOPE (T1) :-

Envelope No.1 (Technical offer) will be opened online through E-Tendering procedure, to verify its contents as per requirements, on the date specified in Tender notice in presence of bidder/s or their authorized representative.

If the various documents contained in the envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said bidder's commercial envelope will not be considered for further action but the same will be recorded. Decision of the tender opening authority shall be final in this regard.

8.2 The process of opening of tender shall be as follows:-

8.2.1 The Envelope-1 and Envelope-2 of each tender shall be prepared by E-Tendering procedure only.

8.2.2 The Envelope-1 of each of tender shall be opened in the order in which they have been received in presence of the purchase committee and bidder or its authorized representative by E-Tendering procedure only.

8.2.3 After opening of Technical Bid of each of tender, availability of all the documents enclosed therein shall be verified.

8.2.4 All such Technical Bid containing each and every document(s) shall be taken for further technical evaluation.

8.2.6 The Envelope-2 (Price Bid) shall be opened after opening of Envelope-1 (Technical Bid) only for the bidders whose Envelope-1 (Technical Bid) found to be in accordance with the tender conditions stipulated in tender document.

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible) through e-tendering procedure only. The commercial envelope-2 shall not be opened till the completion of evaluation of technical envelope-1. Commercial envelope-2 of only technically qualified bidder(s) as mentioned above will be opened.

**9. Period of Validity of Tender:-** The tender offer must be valid up to 90 days from the date of opening. A bid valid for a shorter period shall be rejected.

**10. Prices:-** The prices quoted and accepted will be binding on the bidder and must be valid for a period of validity.

**11. Evaluation of Tenders:-**

11.1 After opening of Envelop No.1 (Technical Bid) by E-Tendering procedure on the scheduled date, time and venue, the Purchase Committee shall examine the contents of the tender received along with all prescribed mandatory document(s).

11.2 The Purchase Committee shall scrutinize the document(s) mentioned above for its eligibility, validity, applicability, compliance and substantiation stipulated in tender document.

11.3 The technical scrutiny shall be on the basis of submitted substantiation document(s).

11.4 Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.

11.5 Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Envelop-2 and shall be opened later, on given date and time.

11.6 Price bids of technically valid offers will be opened by e-tendering procedure only and highest offer will be recommended for award of contract. Award of contract will be as per prescribed Govt procedure.

**12. Award of Contract:-**

12.1 Bidder quoting the highest offer will be informed about the intention of award of contract (Acceptance of Tender) by sending an Acceptance Letter (A/L). On acceptance of Terms and conditions of A/L and submission of advance payment towards cost of material, Acceptance of Tender will be released.

**12.2 The seller will award the contract to the successful bidder whose tender has been determined to be substantially responsive and has been determined as highest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily. The Seller will allow the successful bidder to lift the material from its mines, within a reasonable time, during the validity period to the highest evaluated responsive bidder and will be governed by all the terms and conditions stipulated in the tender document and MSMC's Agreement of Sale (Annexure3).**

**12.3 The seller reserves** the right to increase or decrease the quantity to be sold and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reason thereto with no cost to the seller.

**13. Security Deposit:-**

13.1 The EMD of successful bidder will be deposited and will be treated as security deposit. Security deposit will be approximately 5% of the value of material offered and will be retained by the seller till the entire offered quantity is lifted.

13.2 Security deposit shall be forfeited as a compensation for any loss resulting from the failure on part of bidder to perform the obligations or in any event as the Purchaser thinks fit and proper.

13.3 The successful bidder shall be required to sign the Agreement for Sale of Minerals per format prescribed in annex-03.

**14. Lifting Period and Place of Lifting:-**

14.1 Successful bidder will be require to lift the material within the validity period as mentioned in Advice of Dispatch issued by MSMC.

14.2 The material is offered on ex mine basis and has to be lifted from the respective mine at purchasers own cost and expenses.

**15. Liquidated Damage:-**

In case the party in fails to lift the material within the validity period, party will be required to pay Liquidated Damage @Rs.60/- per tonne for extension of validity period for one fortnight. Only two such extensions will be allowed.

**16. Default Clause / Blacklisting:-**

If the purchaser fails to deposit the full cost of its requirement in advance or fails to lift the quantities offered to him within the validity period, it shall be discretion of the seller either:

(a) To extend the delivery period or

(b) To cancel the supply in whole or in part for the unsupplied quantities without any show cause notice.

In the event of extension, liquidated damages, will be applicable. If the seller decides to cancel the supply, then it can sell the same material to any prospective buyer who is ready to lift the same material at H1/approved rates and is willing to deposit the full cost of material in advance.

The purchaser shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the seller may sustain on account of such resale at the risk and cost of the purchaser. In addition to action above, the seller may propose the defaulting purchaser for blacklisting from future tenders and sales.

**17. Inspection and tests:-**

17.1 The material is to be lifted from the respective mine and will be offered on "as is where is and no complaint basis."

17.2 The Bidder is required to visit the mine on any working day and inspect the material, once material is dispatched from the mine, no complaint with regard to quality (specification) and quantity will be entertained.



**18. Force Majeure:-**

- 18.1 For purposes for this clause, „Force majeure means at any time during subsistence of Contract and even beyond the control of the Purchaser and not involving the Purchaser’s fault or negligence and not foreseeable. Such event may include, but are not limited to, acts of the Seller either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes.
- 18.2 If a force Majeure situation arises, the Purchaser shall promptly but not later than 30 days notify the Seller in writing of such conditions and the clause thereof. Unless otherwise directed by the Seller in writing, the Purchaser shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance by the Force Majeure event.
- 18.3 Force majeure will be accepted on adequate proof thereof.
- 18.4 If contingency beyond 30 days, both parties argue to discuss and decide the course of action to be adopted. Even otherwise contingency continues beyond 60 days then the Purchaser may consider for termination of the contract on equitable basis.

**19. Confidentiality:-**

- 19.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made.
- 19.2 Any effort by the bidder to influence the purchaser in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of the bidders bid.

**20. Payment:-**

- 100% payment towards full cost of material needs to be deposited by the successful bidder within 7 days from finalization of tender

**21. Corrupt or Fraudulent Practices:-**

- 21.1 The Seller as well as Bidders shall observe the highest standard of ethics during the sale and execution of such Contracts.
- 21.2 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Tender process or in contract execution; and
- 21.3 “Fraudulent practice” means a misrepresentation or omission of facts in order to Influence a Tender process or the execution of a contract to the detriment of seller and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the seller of the benefits of free and open competition.
- 21.4 “Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Seller, designed to establish tender prices at artificial, non competitive level; and.

21.5 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the sale process or effect the execution of the contract.

21.6 "The seller will reject a tender for award if it determines that the bidder recommended for awards has directly or through an agent engaged in corrupt or fraudulent practice in competing for the contract in question;

21.7 The Seller will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

**22. Resolution of dispute:-**

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

**23. Governing Language:-**

English language version of the contract shall govern its interpretation

**24. Applicable Laws:-**

The Tender shall be governed in accordance with the law prevailing in India, Act, Rules, Amendments and orders made thereon from time to time.

**25. Indemnification:-**

The contractor shall indemnify the seller against all actions, suits, claims and demand or in respect of anything done or omitted to be done by contractor in connection with contract and against any losses or damages to the seller in consequence of any action or suit being brought against the contractor for anything done or omitted to be done by the contractor in the execution of the contract.

**26. Jurisdiction:-**

All the suits arising out of the contract shall be instituted in the court of competent jurisdiction situated in Nagpur only and not elsewhere.

**27. Saving Clause:-**

No suits, prosecution or any legal proceedings shall lie against the any member of Tender committee for anything that is done in good faith or intended to be done in pursuance of tender.

**Annexure – 1**

**Minerals available for Sale**

Sr. No	Name of Mine	Name of Minerals	Physical Specification	Chemical Specification	Total Quantity offered in MT	Upset price	EMD RS.	Cost of Tender Form	Minimum Qty
1	Pohara Sillimanite Mine	Sillimanite Gr III	Soft, associated with Pyrophyllite, Size + 50 mm	Al <sub>2</sub> O <sub>3</sub> Content + 40% to 45%	40	3090	6500	500	40
2	Pohara Sillimanite Mine	Sillimanite Unsorted Chilly	Chilly mixed with pieces of Pyrophyllite & Tourmaline, Size 5 mm to 50 mm	Al <sub>2</sub> O <sub>3</sub> Content + 40% to 45%	20	2315	2500	100	20
3	Pohara Sillimanite Mine	Sillimanite Reject	Contaminated with Tourmaline and ferruginous materials, Size + 50 mm	Not specified	15	1870	1500	100	15
4	Pohara Sillimanite Mine	Pyrophyllite	Friable, in association with disseminated grains of Sillimanite reasonably free from tourmaline & Mica. Size + 50 mm to 200 mm	Al <sub>2</sub> O <sub>3</sub> Content + 30% to 40%	350	825	15000	500	350
5	Khursipar Iron Ore Mine	Iron Ore Lumps	Lumps 10 to 50 mm size Reasonably free from ferruginous clayey material	Fe +48% to 58% TiO <sub>2</sub> 12% to 18%	1950	2300	2,45,000	1000	1000
6	Khursipar Iron Ore Mine	Iron Ore Lumps	Lumps 10 to 50 mm size Reasonably free from ferruginous clayey material	Fe +58% to 60% TiO <sub>2</sub> 12% to 18%	168	2500	25000	500	168
7	Khursipar Iron Ore Mine	Iron Ore Fines	0 to -10 mm size contaminated with ferruginous clayey material with dust	Fe +40% & TiO <sub>2</sub> 10% max.	80000	425	200000 (for each 10000 MT Quoted)	1000	10000

Sr. No.	Name of Mine	Name of Minerals	Physical Specification	Chemical Specification	Total Quantity offered in MT	Upset price	EMD RS.	Cost of Tender Form	Minimum Qty
8	Patgowari Dolomite Mine	White Dolomite Lumps	Hard & Compact, White in colour free from contamination viz serpentine, clayey siliceous skin size +50 to 150 mm.	SiO <sub>2</sub> 2-5% MgO 15-25% CaO 25-35 %	300	470	7500	500	300
9	Patgowari Dolomite Mine	Off-White Grayish Dolomite Lumps.	Off-White Gray in colour hard & compact size 50 to 150 mm	SiO <sub>2</sub> +5% MgO 15-25% CaO 25-35 %	3000	400	10,000/- (for each 500 MT Quoted)	500	500
10	Patgowari Dolomite Mine	Dolomite Reject	Contaminated with serpentine & low grade amorphous Dolomite intermixed with unsorted chips, sub-marginal grades of Minerals generated during face-cleaning & Sizing of ROM, but free from micaceous material, clay overburden etc.(Size up to 150 mm)	Not specified	150	325	2500	100	150
11	Patgowari Dolomite Mine	Mineralised Waste (Dolomite)	Contaminated residual/fraction, after gradation of all grades of Dolomite & Dolomite Rejects, chips generated during face-cleaning. (Size below 50 mm)	Not specified	2000	250	25000	500	1000

**Annexure-2**  
**Covering Letter**

(To be printed on Official Letter Head of Tenderer)

To,  
Managing Director,  
Maharashtra State Mining corporation Ltd.,  
Nagpur

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to purchase the material as mentioned in annex 1 in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelope-2 which is made part of this tender.

We undertake, if our tender is accepted, to purchase the material in accordance with the validity period allowed to us and as mentioned in Advice of Despatch.

If our tender is accepted, we undertake to submit the security deposit in the form, in the amounts, and within the times specified in the tender document.

We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

All the terms and conditions of the tender document(s) shall constitute a binding contract between us without considering a deviation as might be indicated in our tender. We further understand that you are not bound to accept the highest or any tender you may receive.

Signed: \_\_\_\_\_

Date : \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_

Signature & Seal of Tenderer

### Annexure 3

## AGREEMENT FOR SALE OF MINERALS

The Maharashtra State Mining Corporation, Nagpur having agreed to sale the following material to the purchaser and the purchaser having agreed to buy and lift the presently available, following Minerals on the terms and conditions prescribed below, hence signed the agreement with their seal and signature as below

a) Material

b) Physical Specification : Chemical Specification

Subject to clause (h) below however the Corporation does Not under take any responsibility with regard to any change in the specification of the material to be lifted. The purchaser is free to examine the quality, quantity and specification of dispatches is made. After dispatch no grievances will be heard or entertained.

c) Quantity :

d) Sale Price :

In case of any change in the selling rate of the material concerned, billing shall be done at the increased rate from the date of actual lifting of material from the mine & the purchaser shall be bound to make the payment accordingly.

e) Taxes : 1) Sales Tax/VAT/Service Tax as prescribed by Govt. from time to time shall be paid by the purchaser.  
2) Additional liability, if any for the above transactions would be on the purchasers account.  
3) Service Tax if any would be bourn by the purchaser.

f) Payment Term : Advance payment in full will be made by the purchaser.

- g) Weighment : i) Weight volume ratio as decided by MSMC Ltd.  
iii) OR Authorized Public / Private Weighbridge.
- h) Sampling/ Analysis : Purchaser is cost upon with the duty to inspect material in advance and satisfy himself completely with regard to the quality and specification of the material. No objection, regarding quality/ specifications shall be entertained once material is dispatch from site.
- i) Loading Point : Actual Mine Site.
- j) Despatch Instruction : Despatches commences immediately subject to availability of material at site.
- k) Validity : Up to  
Party has to lift the material within validity period. In case of failure to lift the material within stipulated time period the party shall pay fine @ Rs.60/- Per Metric Tonne per fortnight. Further extension of 15 days will be given on request on payment of additional Rs. 60/- Per Metric Tonne. If party fails to lift the material in extended period, balance material and its amount shall be forfeited to MSMC Nagpur.
- l) Jurisdiction : Subject to Nagpur Court's jurisdiction.
- m) Force Majeure : Sale will be subject to force majeure clause in respect of contingencies beyond the control of Mining Corporation.

Signed this day                      day of                      :

Purchaser

Seller

Signature and Seal of Tenderer

Maharashtra State Mining Corporation Limited.