

**MOIL LIMITED**  
**GENERAL TERMS AND CONDITIONS \_\_\_\_\_,**  
**FOR THE PERIOD \_\_\_\_\_**

The General Terms & Conditions governing the sale contract no \_\_\_\_\_, Dated: \_\_\_\_\_ are given below:-

**1. EARNEST MONEY DEPOSIT:**

- 1.1 At the time of signing of the contract, the buyer shall remit through RTGS/NEFT or submit Bank Guarantee (BG) for 5% of basic price of total contracted ore as Earnest Money Deposit (EMD) plus GST (presently @ 18%). On request of buyer, the credit balance in his account may be adjusted towards EMD by MOIL.
- 1.2 The BG shall be in the proforma prescribed by MOIL drawn on any Scheduled Commercial Bank acceptable to MOIL including Nationalized Bank having operating branch at Nagpur.
- 1.3 MOIL will be at liberty to obtain confirmation of the BG from the concerned banker at Nagpur. In such case, the issuance of Delivery Order (DO) shall be subject to confirmation of BG by the concerned banker.
- 1.4 However, in exceptional cases, Demand Draft (DD)/Pay Order (PO) will also be accepted.

**2. PAYMENT, INTEREST & DISCOUNTS:**

- 2.1 DO will be issued only after receipt of payment/security of payment by MOIL through any of the following:
  1. Payment through RTGS/NEFT.
  2. Irrevocable Bank Guarantee (BG).
  3. Irrevocable Letter of Credit (LC).
  4. Any or all of the above.
- 2.1.1 However, in exceptional cases, Demand Draft (DD)/Pay Order (PO) will also be accepted.
- 2.2 In case the payment is made in the form of DD/PO/RTGS/NEFT by the buyer against the DO, a cash discount @ 1% will be allowed.
- 2.3 Credit Balance (CB) in the account will be considered as payment for issuing DO or will be refunded, if so requested by the buyer. If DO is issued against the credit balance, the same shall accordingly be eligible for cash discount of 1% to the extent of clear balance quantified by MOIL for this purpose. The actual discount shall, however, be calculated on the ore value of quantity dispatched.
- 2.4 The BG or LC shall be drawn from any Scheduled Commercial Bank acceptable to MOIL including Nationalized Bank having operating branch at Nagpur as per proforma provided by MOIL. The terms and conditions of BG or LC shall be such as acceptable to MOIL. BG or LC shall be routed through State Bank of India, Main Branch, Nagpur or IDBI Bank, Civil Lines, Nagpur and remittance against the bills shall be made to SBI A/c no: 11172255746 (IFSC Code: SBIN0000432) or IDBI A/c No.041102000018027(IFSC Code : IBKL0000041). MOIL shall have the discretion of obtaining confirmation of BG or LC from the Bankers at Nagpur.
- 2.5 The Advance payment/Credit Balance/BG or LC shall be for the 100% of the F.O.R. value of the DO for dispatch plus applicable interest plus Royalty, DMF, NMET, Madhya Pradesh Gramin Avsanrachna Tatha Sadak Vikash Adhinyam 2005 Tax, thereafter referred as road cess, plus CGST, SGST or IGST as applicable on date of supply and other levies as may be applicable (collectively referred to as "Taxes and Duties"). Further, additional 5% of contracted value/ DO value shall be payable on account of price and quantity variation for rail dispatch.
- 2.6 Since MOIL does not have railway siding at its Gumgaon, Beldongri, Parsoda, Ukwa and Sitapatore Mines, the ore from these mines shall be transported by Road transport at the cost of the Buyer to Kandri, Munsar, Balaghat and Tirodi Mines respectively, in case buyer desires for dispatch via Rail from these mines.
  - 2.6.1 The actual cost for such Road Transport from respective Mines to the preferred Railway siding including additional loading/unloading operations and charges plus GST as applicable thereon (presently @ 18%), toll and other miscellaneous charges shall be borne by the buyer. In such case the buyer shall include transportation charges plus taxes applicable thereon in the amount of advance, value of BG or LC.

2.6.2 The approximate/anticipated charges of such transport subject to change are as follows:-

MOIL'S Mines	MOIL's Mines Siding	Transport Cost (Rs./MT) (Indicative)
Gumgaon	Kandri	Rs.960/-
Beldongri	Munsar	Rs.540/-
Parsoda	Munsar	-
Ukwa	Balaghat	Rs.960/-
Sitapatore	Tirodi	Rs.420/-

2.7 MOIL will provide interest free credit of **60 days** to all buyers and interest bearing additional credit period upto **60 days** as per the option exercised by the buyer at the time of issue of DO. Thus, maximum credit period allowed will be up to **120 days i.e. 60 days interest free credit plus 60 days interest bearing credit period**. On the said credit period of 60 days, MOIL will charge an interest @ 0.75% per month plus GST as applicable thereon for the credit period availed by the buyer beyond interest free credit period. Interest will be charged per month (considering a month to consist of 30 days) on number of days utilized by the buyer as per the agreed period at the time of issue of DO.

In case of payment prior to expiry of the credit period, interest will be charged for the credit period availed.

For availing the aforesaid credit facility, the buyer must provide a BG/LC to secure the value of the goods to be lifted along with the interest that may accrue for the interest bearing credit period that the buyer may like to avail. If the buyer gives a BG/LC of "x" value along with interest on "x" @ 0.75% per month for 60 days, the Buyer will be allowed to lift the goods to the extent of "x" value only, if he intends to avail 60 days interest bearing credit.

2.8 If the buyer fails to make the payment within the agreed credit period for any reason, the payment shall be considered as overdue and MOIL shall charge interest on overdue period @ 1% per month. It is further agreed that once the amount becomes overdue, the overdue amount is to be cleared immediately and in any case before 10 days prior to expiry of bank guarantee failing which the bank guarantee may be encashed. However, MOIL reserves the right to encash the bank guarantee any time after expiry of agreed credit period. This shall be at sole discretion of MOIL. In case of non-payment on due date of LC, overdue interest shall be charged up to the date of receipt of payment. Further, a buyer, who commits repetitive defaults in ensuring LC payment through its banker, will be disqualified to avail the payment mode of LC for future transactions. However, based on the payment performance of buyer, MOIL reserves the right to reconsider allowing LC mode of payment.

2.9 The payment against debit note, if any, shall be made by the buyer through RTGS/NEFT within 15 days from the date of debit note. In case of default or delay in payment for any reasons, buyers shall pay overdue interest as per clause No. 2.8 above.

2.10 It will be the responsibility of buyer to ensure that the payments/opening of BG/LC are promptly done during the quarter. However, payments/BG/LC shall be accepted upto 25<sup>th</sup> of last month of the quarter (if 25<sup>th</sup> is closed holiday or strike then up to next working day). After this date, as the case may be, no payments/BG/LC will be accepted for issue of DO. The buyer shall ensure that BG/LC submitted to MOIL as per the terms and conditions of the seller without any discrepancy. In case of any discrepancy in the BG/LC, there will be no legal binding on MOIL and MOIL may refuse delivery.

**Further, the request for issuance of DO against Credit Balance/Payments/ BG/LC from the buyer should be tendered in time so as to reach MOIL latest by 05.00 PM on 26<sup>th</sup> of the last month of the quarter (next working day in case 26<sup>th</sup> is a closed holiday or strike day) failing which DO will not be issued during the month despite valid financial arrangements.**

2.11 **Revision in prices:** During upward revision in prices, the time limit given for acceptance/non acceptance for price to the customers are 2 days from the date of communication of upward revision in price (( By 05:00 PM) of the two day excluding the date of communication). In case of confirmation of non-acceptance of the revised prices within 2 days as above, no penalty shall be levied for unlifted/refused quantity.

### **3 BILLING PROCESS:**

3.1 Buyers should collect Invoices in duplicate from the respective mine.

3.2 In case of dispatch against LC, MOIL will present following documents to the Banker for release of payment:

a) *Seller's tax invoices in triplicate.*

b) *A statement showing details of Manganese Ore supplied for the quantities shown in the tax invoice as in (a) above shall be sent along with the bill of exchange as per the claims submitted to bank.*

c) *Proof of transport in case of dispatches by Rail(Railway Receipt).*

3.3 MOIL will send debit/credit note on the completion of sampling and analysis process. In case any amount is due from the buyer, payment shall be made within 15 days from date of debit note. If any default is made in payment, the interest clause 2.8 will be applicable.

3.4 **CHARGEABLE WEIGHT:**

3.4.1. **In case supplies are moved by Rail:**

Whenever actual weights are not available at midnight of end of relevant month/midnight of the day prior to date of change of prices for whatever reasons, weight as per Railway Receipt will be considered for invoicing based on Chargeable weight/carrying capacity. In case rakes are loaded but not moved out of MOIL's premises on midnight at the end of the relevant month / midnight of the day prior to date of change of price for whatever reasons, buyer shall be bound to accept revised price and existing terms & conditions.

In all other cases, actual weight will be considered for the purpose of invoicing, except where the in-motion weighbridge is not functional, in which case weight as per W.V.R (Weight Volume Ratio) will be considered in line with clause no. 8.2.

3.4.2. **In case supplies are moved by Road:**

Actual weight as recorded in the weighbridge of MOIL will be considered for the purpose of invoices. A weight ticket showing particulars of dispatches for the quantities shown in the tax invoice giving lorry number and date of dispatch and net weight will be considered as final.

3.5 **E-way Bill**

E-way bill will be provided along with the invoice copy at the dispatch point as per GST rule applicable at the time of dispatch.

**4 TAXES & DUTIES, LEVIES, ROYALTY,GST ETC.:**

4.1 Taxes, Duties, Levies, Royalty, DMF, NMET, Madhya Pradesh Gramin Avsanrachana Tatha Sadak VikasTax, CGST, SGST, IGST will be extra as applicable (**presently @ 18%**) or any other applicable tax, duty, levy etc. on the day of supply payable by the buyer.

4.2 Madhya Pradesh Gramin Avsanrachana Tatha Sadak Vikas Tax (presently @ 5% of sale price) is applicable at present only in case of Manganese Ore dispatched from Madhya Pradesh mines.

**5 DELIVERY:**

5.1 Supply will commence only after issue of DO. Issuance of DO will be normally done on monthly installment basis/phased manner of the contracted quantity. The lifting against each DO has to be completed within same month or within the validity of the contract period, whichever is earlier.

5.2 The Seller will indent for wagons after converging ore at railway siding depending upon pending indent(s). Payment of railway freight and siding charges will be made by the buyer. After handing over the wagons to the public carrier (i.e. the railway) at the dispatching stations, the Seller's responsibility, if any, will cease and the Buyer shall become responsible for the consignments so dispatched.

5.3 MOIL shall place the indent with railways by mentioning type of wagons like BCN/BOOST/BCXN/NHL. If railways provide wagons with more carrying capacity in such case buyer shall make full freight payment and also any other punitive charges levied by railways. MOIL shall load the ore as per the loading capacity of wagons/DO quantity. MOIL shall not be responsible for non-availability or delay in availability of rakes/wagons.

5.4 The buyer hereby agrees to transport the ore by road through a "Registered Common Carrier" only, which is having a valid registration certificate issued by the registering Authority under the Provisions of "Carriage by Road Act". If during the subsistence period of this contract it is found that the buyer has violated any provisions of the "Carriage by Road Act" while carrying the goods, then MOIL shall not in any situation be liable for the said violation & the buyer shall be solely responsible for the said default & the penalties under the said Act.

It is the responsibility of the buyer to ensure that the quantity & quality of Manganese Ore loaded at our mines only are to be transported and received at their factory/premises. For better services the buyer should not allow the transporter

either transshipment or overloading. If buyer fails in his obligation of following the rule of law, and if any truck is held by any authority while doing illegal transportation, the seller (MOIL) is at his liberty to take legal action either to cancel the contract, black list the transporter as well as buyer or else take any other action as deemed fit. MOIL shall not be in any such case liable for illegal transportation/over loading or any such other act.

Decision of MOIL in the above regards shall be final and binding.

- 5.5 In case where ore is moved to the Buyer's factory by road, Seller's responsibility will cease once the ore is offered at the mine/mine(s) to Buyer's authorized transporter.
- 5.6 During the contract period, if any quality/quantity of Manganese Ore specified in the contract is not available at MOIL Mines or otherwise, MOIL shall be at liberty to issue amendment(s), cancelling such item(s) /quantity and incorporate alternate item(s) / quantity of ore, if available. However, quality/grade of ore will be changed only with the consent of the buyer. All other terms and conditions of the contract shall remain unchanged.
- 5.7 After the last date of receipt of payment as per the contract, if the buyer requests to change the mode of dispatch from road to rail, MOIL will endeavor to supply full quantity as per request of the buyer. However, if full quantity could not be dispatched by MOIL through requested mode of transportation for any reason, MOIL shall levy the penalty on the undispached quantity considering the same as a Road dispatch DO.

## **6. SAMPLING AND ANALYSIS:**

- 6.1 Sampling and Chemical Analysis: -As applicable to all grades of Manganese Ore as per the contract.
- a) Seller will appoint an independent firm of sampler for drawing samples at the time of effecting supplies, and the samples drawn by such independent firm shall be binding on the Buyer and the Seller. Samples will be drawn and one packet of sample will be given to Buyer for reference purpose only. It will be the buyer's responsibility to collect their sample from the concerned mine within 30 days from the date of completion of parcel, failing which MOIL shall not be responsible to handover the sample. The appointment of such an independent firm of sampler will be terminable at the instance of MOIL, with such notice as may be agreed with the Sampler. Samples will be drawn at the time of loading of goods and it shall be the responsibility of the Buyer to keep a representative present at the time of drawing of the sample, if so desired by the buyer.
- b) Sample shall be tested at the Seller's laboratory and the chemical analysis determined by the seller's laboratory will be final and binding for all purposes including final settlement of payment. However, the sample packet meant for the buyer will be for their reference only.

## **7. PHYSICAL ANALYSIS:**

For determining the size specifications, screen test shall be carried out at the loading points by the independent firm of sampler in presence of Buyer's representative if available. Test report of the above firm is final.

## **8. WEIGHMENT:**

### **8.1 In case supplies are moved by Rail:**

- a) The net weight ascertained by actual weighment of the wagons by the railway notified weighbridge and shown in the railway receipts shall be binding on both i.e. Buyer and the Seller.
- b) In the event of the railway weighbridge being out of order and/or with prior knowledge that wagons would not be weighed, due to other reasons including nonfunctioning of weighbridge, weight will be determined on the basis of Weight Volume Ratio (W.V.R.) determined by MOIL, which shall be binding on both i.e. Buyer and Seller.
- c) In case rakes are not provided by the railway till the last day of the month in which indent was placed, the buyer may cancel or continue with the indent by giving option in writing one day prior to the last working day of the month.

If the indent is continued, the same shall be subject to (i) the price review/revision by MOIL for the subsequent month. (ii) the existing contract (except the price revision) under which option to continue the indent was availed by the buyer.

If the buyer does not opt for continuation, it shall be treated as his consent to cancel the indent. In such case, MOIL shall cancel the indent and the indent placement charges incurred by MOIL together with any charges of the railways towards cancellation shall be payable by the buyer.

8.2 **Procedure for adopting Weight Volume Ratio(W.V.R.):**

Before loading of wagons for each grade of ore, the W.V.R. will be assessed adopting following procedure.

- a) A tipper/truck will be engaged by the seller and the effective volume of tipper/truck will be measured by taking average length, width and height of the tipper/truck. A grade of ore will be loaded in the truck after determining the tare weight of the truck on a weigh bridge. The volume of the loaded ore shall be calculated on the basis of length, width and height of the truck/tipper and average height of the loaded ore. The W.V.R. will be determined by dividing the net weight of the ore by volume of the ore. For determining the W.V.R., the number of trucks of ore will depend upon the number of wagons to be loaded with the particular grade and will be generally as follows:-

No. of Wagons or more	No. of Trips to be taken into account for W.V.R.
5 wagons and less	1 trip load of tipper/truck
+5 wagons to -10 wagons	2 trips load of tipper/truck
+10 wagons to -20 wagons	3 trips load of tipper/truck
+20 wagons to -25 wagons	4 trips load of tipper/truck
+25 wagons	5 trips load of tipper/truck

- b) The buyer will have the right to depute their representative to supervise such weighment at the seller's mines. The W.V.R.(weighment certificate) will be signed jointly by the representative of the seller and the buyer. In case the buyer fails to depute a representative or refuses to sign the W.V.R.(weighment certificate), then the representative of sampler appointed by seller will witness the process of determination of W.V.R and the same shall be binding on the buyer and seller.
- c) In the absence of any weighment of the consignment at loading point or in absence of W.V.R. at loading point the charged weight shown in the railway receipt will be considered final for the purpose of invoice and should be binding on both i.e. Seller and Buyer.

- 8.3 In case of the wagons go missing in transit; the buyer shall have to pay the full value including taxes/duties etc. of the ore as per the weight recorded in railway receipt.

8.4 **In case supplies are moved by Road:**

The weight determined on the lorry/truck/tipper weighbridge at the seller's mine shall be binding on both the Seller and the Buyer. The Buyer will have the right to depute their representative to supervise such weighment at the Seller's mines and the weighment certificate will be signed jointly by the representatives of the Seller and the Buyer in such cases.

In case the Buyer's representative is not present or chooses not to remain present or not to sign the certificate, the certificate signed by the Seller's representative shall be binding on the Buyer.

9. **PRICE ADJUSTMENT:**

- 9.1 There will be price adjustment on pro-rata basis for variation in Manganese content on either side.
- 9.2 There will be no bonus/penalty or rejection for variation in Phosphorus, Silica and Iron content of the ore.
- 9.3 There shall not be any bonus and penalty for variation in physical (size) specifications on either side for any grades of ores.
- 9.4 The sale of the fines is being made on 'As is where is' Basis. However, chemical composition will be analyzed (wherever applicable) at MOIL's Laboratory which shall be final for raising the debit/credit note.

10. **RAILWAY PENALTY:**

MOIL will be loading ore as per the carrying capacity of wagons based on weighment carried out on Railway Weigh Bridge or Weight Volume Ratio as the case may be and will not be responsible for payment of any penalties for excess loading, if it is found by the Railway upon weighment carried out at any Weighbridge other than the one located at MOIL's siding/MOIL's online weighbridge. In case of any penalties or punitive charges levied by Railway for overloading /under loading during re-weighment enroute or at destination of the wagons the same will be payable by the buyer. No dispute, whatsoever on this account shall be entertained by MOIL.

11. **FORCE MAJEURE:**

- 11.1 Should the performance of this contract be hindered, prevented or delayed owing to:-
- a) War, riot, or civil commotion, or natural calamity

- b) Total or substantial breakdown at the Seller's mines, or at the Buyer's plants, or of the railways or other means of transport, due to storms, earthquakes, tempests, epidemics, fire or floods, or any other act of God or event beyond the control of either party and such breakdown is of such a nature and extent that the performance of this contract cannot be reasonably effected, delivery or lifting may be suspended by either the Seller or the Buyer during the continuance of such events or happenings.

11.2 In such event the party taking recourse to this clause has to intimate with all documentary proof about the happening of the event to other party within a period of 15 days from the date of happening /occurrence of such event.

11.3 If the aforesaid *force majeure* condition continues even after 30 days from the date of happening of the event, both the parties shall mutually decide the further course of action to be taken in respect of continuation of this contract or otherwise, and in such circumstances penalty or interest may be waived by the Seller for the default period. However in this respect Sellers decision will be final and binding on the buyer.

## **12. DISPUTE & ARBITRATION:**

- a) All disputes and differences arising out of or in any way touching or concerning this Contract whatsoever (except as to any matter, the decision of which is expressly made final and provided for in the Contract) shall be referred to Sole arbitrator to be appointed by CMD MOIL Ltd. The arbitrator shall enter the reference and conduct his proceedings according to the provisions of the Arbitration and Conciliation Act 1996 as amended till the date of reference. The Award of such an Arbitrator shall be final and binding on both the parties to this contract. It is a term of this contract that in the event of such an Arbitrator, to whom the matter is originally referred does not act or refuses to act or is otherwise unable to act for any reason, the CMD MOIL Ltd shall appoint another person to act as an Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person so appointed, as aforesaid, shall act as an Arbitrator and if for any reason that is not possible, the matter is not to be referred to the arbitration at all.

Provided further that any demand for arbitration in respect of any claims of the buyer shall be in writing and made within three months of the date of termination or completion/ expiry of the contract and where such demand is not made within the above said period, the claims of the buyers/party aggrieved shall be deemed to have been waived and absolutely barred and MOIL shall be discharged and released of all liabilities under the contract in respect of those claims. The costs of and in connection with the arbitration shall be in the discretion of the Arbitrator, who may make a suitable provision for the same in his Award.

In case the buyer is a Central PSU, all the disputes and differences arising out of or in any way touching or concerning this contract between the parties shall be resolved by a reference to the permanent machinery of Arbitrations (PMA) i.e., to the sole arbitrator in the Department of public enterprises as per the O.M. No.4 (1)/2011-DPE(PMA)-GL dated 12.06.2013 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India or any revision thereof and for all purpose arbitration of the rules and procedure prescribed therein shall be applicable.

The seat of the arbitration shall be at Nagpur and the language of the proceedings shall be English.

- b) All disputes relating to this contract shall be subject to the jurisdiction of the Court at Nagpur to the exclusion of all other courts.

## **13. DIGITAL SIGNATURE:**

The buyer shall have option to sign the contract digitally subject to the following terms & conditions:

1. It is mandatory to possess digital certificate class II/class III issued by the Certifying Authority.
2. Buyers should ensure that they have proper internet connection to send/receive digitally signed contract.
3. A draft copy of contract and General Terms & Conditions of the contract are available on the MOIL website: [www.moil.nic.in](http://www.moil.nic.in). Buyers should read the draft carefully before signing the contract.
4. The digitally signed contract by MOIL shall be sent to buyer on furnishing/submitting the following:-
  - i) Buyer should give his consent through e-mail to Head of Marketing of MOIL Ltd. on the e-mail ID (Presently: [rppatil@moil.nic.in](mailto:rppatil@moil.nic.in) ) for signing the contract digitally.
  - ii) Buyer shall give confirmation of accepted quantity against offered quantity through e-mail.
  - iii) Buyer should intimate e-mail ID at which digitally signed contract/other communication will be sent.

- iv) Buyer should submit necessary documentary proof of authorized person/representative before signing the contract digitally through e-mail and hard copy through post.
5. Buyers are required to submit EMD plus GST (presently @ 18%) for accepted quantity in advance before requesting the contract signing through digital means.
6. On receipt of all the requisite documents as mentioned in point 4 & 5 above, MOIL shall send the signed contract to buyer's e-mail [as per point 4(iii)] above.
7. In the e-mail (as mentioned in point 6) the last date and time for receipt of the digitally signed contract shall be mentioned and shall be binding on the buyer. It will be buyer's responsibility to sign the contract and send to MOIL office within the stipulated time period as informed by MOIL Ltd. MOIL shall not be responsible for any delay on the part of the buyer in this respect.
8. Any changes in the contract by the buyer without the knowledge and consent of MOIL will render the contract void and unenforceable.
9. Buyers are requested to kindly confirm telephonically with Marketing Department of MOIL Ltd. for receipt of digitally signed contract.
10. Even after acceptance of the offered quantity during the contract period and payment of EMD, buyer has to send the digitally signed contract to Marketing department within the stipulated period as per clause no.7. In case of non-receipt of the digitally signed copy within the stipulated period, the offered quantity shall be treated as cancelled and buyer shall not have any claim on offered quantity.

#### **14. TRANSFER OF EXISTING CONTRACT QUANTITY:**

- 14.1 On request of the buyers with whom company has entered into the contract, MOIL may transfer the requested quantity out of the contracted quantity to any of its existing group company/subsidiary/sister concern within the group Companies of the buyer. Here, group companies mean the company in which majority of either Directors or shareholders are common. It is the responsibility of the buyer to submit authenticated list of Directors/Promoters/ Shareholders and such other relevant documents, as may be required by MOIL in this regard, alongwith the application.

Unless otherwise prescribed, the words subsidiary Company/Directors/Promoters/Shareholders shall have the same meaning as assigned to it under the Companies Act, 2013 or any of the regulations of Securities and Exchange Board of India (SEBI).

However the buyer to whom the quantity is being transferred must undertake to fulfill then necessary criteria required like submission of a valid BG or LC etc. before such transfer is permitted. The liability of the original buyer to make payment shall not come to an end but shall continue till the company to whom it is transferred undertakes to make the payment.

- 14.2 In case Buyer Company is transferred to/amalgamated/ merged with/demerged into any other company or change of name of company after signing of contract, eligible quantity of the original buyer along with its liability shall be transferred to transferee or new company.

#### **15. FORFEITURE, PENALTIES AND DAMAGES**

- 15.1 In case the actual quantity lifted by the buyer during the contract period is less than 95% of the contracted quantity of separate grades of ore namely all Ferro grades, SMGR grades(Mn-30%), SMGR grades(Mn-25%), Chemical grades and Fines, as mentioned in the contract and contract amendment if any, or any other grades as may be prescribed by the seller, MOIL shall have the right to levy the penalty and forfeit the EMD in full or in part on pro-rata basis based on the unlifted quantity. The forfeited amount shall attract GST as applicable thereon (presently 18%) to be borne by the buyer. For the purpose of calculating 95% of the contracted quantity all Ferro grades, all SMGR grades(Mn-30%), all SMGR grades(Mn-25%), all Chemical grades and all Fines will be clubbed together.

##### **Example:-**

a)	Contracted Quantity	:	1000 Tonnes
b)	Basic Price	:	` 2000/- Per Tonnes
c)	Value of EMD	:	` 2000 x 1000 x 5% = ` 100000
d)	Quantity lifted during contract period	:	800 Tonnes
e)	Minimum quantity which should have been lifted to avoid forfeiture of EMD	:	950 Tonnes
f)	Quantity attracting forfeiture of EMD	:	150 Tonnes
g)	Value of 150 Tonnes	:	` 300000/-
h)	5% value of above	:	` 300000 x 5% = ` 15000/-
i)	18% GST on penal value	:	` 2700/-
j)	Total Penalty / forfeiture	:	` 17700/-

For calculating the above, the Basic price will be taken as the price, applicable at the highest basic price prevailing between the date of contract and the date of default.

However, any controversy regarding the lifting of quantity shall not affect the right of MOIL to encash the BG or adjust the advance, agreed to be treated as EMD (Earnest Money Deposit) by the Buyer.

- 15.2 In case buyer after signing the contract chooses not to lift full / part quantity on or before 15<sup>th</sup> February, 15<sup>th</sup> May, 15<sup>th</sup> August or 15<sup>th</sup> November for quarters starting from January, April, July or October respectively, as the case may be, the penalty will be levied @ 2.5% on surrendered quantity at the highest basic price prevailing between the date of contract and the date of surrender of such quantity. For customers not surrendering any quantity by the due date as above the penalty will continue to be levied @5% on pro-rata basis based on the unlifted quantity (below 95% of the contracted quantity) in line with the above clause. The penalty amount shall attract GST as applicable thereon (presently 18%) to be borne by the buyer.
- 15.3 The Seller shall take all requisite clearances from respective statutory authorities and the Buyer shall not be responsible for non-compliance of any statutory requirements by the seller within the precincts of the Seller.
- 15.4 Notwithstanding anything else contained in this contract, it is specifically understood that as a direct result of this contract, Manganese ore shall be moved from the mines of the Seller in Madhya Pradesh and/or Maharashtra to the Buyer's factory or to the destination as specified by Buyer's officials for consumption in the manufacture of Ferro Alloys, Beneficiation of ore, use in chemical industries including processing thereof or similar such processing.
- 15.5 The Seller reserves the right to suspend the deliveries and/or cancel the balance contract in its entire or in part, in the event of the Buyer's not complying with the terms of this contract in any manner, apart from other remedies that may be available to the Seller. The period of suspension shall not have the effect of extending the period of this contract. The Buyer reserves the right not to accept deliveries and/or to cancel the balance contract in its entire or in part, in the event of the Seller not complying with the terms of this contract in any manner.
- 15.6 The Buyer and Seller shall be held harmless in the event of any infringement by the other parties' w.r.t. any mining leases, of the seller or any event arising by any change of laws or rules and regulations or orders of the Central or State Govt. or local bodies or any other authorities, empowered for the purpose.
- 15.7 MOIL will endeavor to supply the contracted quantity within the stipulated period. However, if the contracted quantity is not supplied during the stipulated period, MOIL will not be responsible for any loss or damage caused to the buyer due to non-supply/short supply or late supply of the contracted quantity.
- If any delivery order is issued for Rail dispatches and indent remains unexecuted at the end of the quarter due to non-supply of rakes by railways, the same can be executed during the succeeding month at the prevailing prices on the date of dispatch subject to the condition that the buyer opts for the same one day before end of the concerned quarter. The material shall be supplied after end of the concerned quarter and the governing contract shall be same (except the price revision) under which the option to continue the rake indent was availed by the buyer.
- 15.8 All dealings between the Seller and Buyer will be confidential, and neither party shall disclose any information about the other, or about the said dealings, to a third party without mutual reference or contract, except in cases required by Court/statutory authority.

**SELLER**

**BUYER**

**For and on behalf of MOIL LTD.**

**For and on behalf of**