

## **TERMS AND CONDITIONS**

### **(FOR Metal Mandi M3)**

- 1) MOIL Limited, owner/seller of Manganese Ore, is hereinafter referred to as “Seller” or Principal or “MOIL” and MSTC Ltd, the service provider.
- 2) Manganese Ore offered for sale through Metal Mandi M3 is open to all, consumers and non-consumers alike and whether they have linkage or not. Buyer cannot procure for exporting the items as they are not meant for Export.
- 3) MOIL wishes to offer the materials as mentioned in Metal Mandi (M3) portal for immediate sale FOR MOIL Mine Siding basis through online.
- 4) All those intending to participate in the online purchasing would be required to register on M/s MSTC Metal Mandi (M3) portal.
- 5) MOIL will fix the price for material being offered through Metal Mandi (M3) portal. The price will be in terms of Rupees per MT for base price only. Other charges/statutory levies, taxes, duties etc. will be chargeable extra on actual basis.
- 6) Before actual participation, the buyers may obtain necessary help from MSTC so as to enable them to participate in the online purchasing process without any difficulty.
- 7) If for any reasons beyond the control of MOIL all the materials offered through the online purchasing or part thereof cannot be delivered by MOIL, the liability of MOIL will be limited only to refund of proportionate amount paid by the customer as applicable for the quantity not delivered and SD for the subject if any.
- 8) Only those buyers, who shall register themselves with MSTC as per specified guidelines for registration, displayed on MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com), shall be eligible to purchase.
- 9) The material for sale will be done FOR MOIL Mine siding basis. The mode of dispatch will be “BY ROAD / RAIL”. In case of Rail subject to availability of Rakes, which are to be arranged solely by the buyer. However the indicative specification of Manganese Ore is as per catalogue.
- 10) If any goods for which release order/delivery order is issued and could not be delivered to the buyer within the stipulated time, either in full or in part due to reasons attributable to MOIL, MOIL may extend the date fixed for removal of the goods for a period as deemed fit.

#### **11) PURCHASE PROCESS:**

- a) Buyers have to place purchase order separately for each item source/size/grade wise for delivery through rail / road mode for base price only.
- b) MOIL reserve the right to accept or reject any purchase order without assigning any reason and no claim/dispute whatsoever shall be admissible.

**INDICATIVE QUANTITY FOR PURCHASE BY ROAD IS 25 MT**

**INDICATIVE QUANTITY FOR PURCHASE BY RAIL IS 2850 MT (1 RAKE)**

#### **12) RATE:**

The Rate quoted online on MSTC site per MT basis on F.O.R. MOIL Mine Siding basis, exclusive of Royalty, GST, and other applicable levies. Applicable taxes and duties during the pendency of the contract/order including Royalty, GST etc. will be charged extra as ruling on the date of dispatch. Any increase/decrease in taxes, Royalty, etc. or imposition of any new duties & taxes by Statutory Authorities would be on account of buyers and payable by the buyers.

### **13) FOR SUBMISSION OF EARNEST MONEY DEPOSIT (EMD):**

The buyer shall deposit 5% of value of the ordered quantity based on basic price, plus GST @ 18% as Earnest Money Deposit. Details of IDBI bank for RTGS of EMD amount is as under:

**RTGS Code No. : IBKL0000041**

**Banker's Name: IDBI Bank Ltd.**

**MOIL Bank A / c No. : 041102000018027**

**Beneficiary : MOIL Ltd.**

**Bank Address : Gupta House, Civil Line, Nagpur**

EMD amount has to be deposited in MOIL's IDBI account through any digital mode such as IMPS, RTGS, NEFT or any other digital mode.

Immediately after hosting the availability of ore with price on metal mandi, the interested parties are required to generate proforma invoice and pay EMD amount. After receipt of EMD, MOIL will reserve the material in favour of the concerned party and the party is required to deposit full payment within five days from the date of generation of proforma invoice, failing which EMD shall stand forfeited.

As principle of first come first serve basis, MOIL shall reserve the material in sequence of payment of EMD amount. In order to maintain seniority/preference in allotment, party has to inform MOIL by email immediately about EMD payment with particulars and this is essential to reserve the material and to get preference in allotment.

No adjustment of EMD amount shall be made out of credit balance / BG available with MOIL. Delivery orders will be issued only after receipt of full amount.

MOIL's decision shall be final for acceptance of EMD depending on the availability.

### **14) SECURITY DEPOSIT:**

- a) Buyer has to submit Non-interest bearing security deposit of 10% of total value of material including all taxes & duties at MOIL Nagpur within stipulated payment period.
- b) The EMD and security deposit will be refunded after successful completion of dispatches & sales realization including payment towards debit notes and after confirmation of the same by the finance department of MOIL LIMITED.

### **15) PAYMENT FOR LIFTING OF MATERIAL:**

The buyer shall make the payment covering full value of 105% (including Taxes & duties) of the material within 5 days, from the date of submission of EMD along with pro-forma invoice/enquiry, at MOIL Nagpur (next working day in case last day of payment is a closed holiday or strike day). The mode of payment will be through advance/B.G. or through L.C. with all bank charges on opener's account.

#### **a) Advance Payment:**

All payments towards material value, taxes, duties, levies, GST etc. are to be made in the form of DD/PO in favour of "MOIL Limited" drawn on a Nationalised / Scheduled Bank except co-operative bank payable at Nagpur or a bank acceptable to MOIL and are to be deposited with MOIL Nagpur. Bank collection charges, if applicable shall be borne by the buyer.

**Alternatively, buyer may also deposit over R.T.G.S./N.E.F.T. as per details.**

- i. **RTGS Code No. : SBIN0000432**  
**Banker's Name: STATE BANK OF INDIA**  
**MOIL Bank A / c No. : 11172255746**

**Beneficiary: MOIL Ltd.**

**Bank Address: SBI, KINGSWAY BRANCH, S.V. PATEL MARG, NAGPUR-440001**

- ii. **RTGS Code No. : IBKLO000041**  
**Banker's Name: IDBI Bank Ltd.**  
**MOIL Bank A / c No. : 041102000018027**  
**Beneficiary : MOIL Ltd.**  
**Bank Address : Gupta House, Civil Line, Nagpur**

**b) Payment through B/G (Bank Guarantee)/ L/C (Letter of credit):**

Wherever the mode of payment through L. C. / Bank Guarantee is also acceptable, the buyer will open a confirmed irrevocable letter of credit payable at sight/BG covering the full value towards materials, taxes & duties of any nationalized/scheduled bank (except co-operative Bank) or a bank acceptable to MOIL, payable at Nagpur for covering full value of the material within 5 days from the date of submission of EMD along with pro-forma invoice/enquiry, at MOIL Nagpur.

All payments towards material value, taxes, duties, levies, GST etc. are to be covered in the L.C. /B.G. open by the buyer L.C. /B.G. should have validity of maximum 60 days from the date of submission of EMD. L.C. /B.G. pro-forma is to be obtained from MOIL. All bank charges and delayed payment interest @12% per annum plus GST as applicable from time to time thereon shall be to opener's account.

- c) In case buyer prefers to make the payment for the procurement of ore through B/G then 10 % of the total contract value shall be kept as SD and balance only will be used for issuance of delivery order (DO).
- d) In case buyer prefers to make the payment for the procurement of ore through L/C then buyer is required to deposit the SD amount either in advance or submit a B/G covering the value of SD in the pro-forma prescribed by MOIL.

**The following documents will be presented to the Bank for release of payment: -**

- a) **Seller's invoices in triplicate.**  
b) **A statement showing details of dispatches for the quantities shown in the invoice as in (a) above.**

**16) FORFEITURE OF EMD AMOUNT:**

**The EMD submitted by the buyers will be liable for forfeiture in following cases:**

- a) If after the generation of pro-forma invoice/enquiry buyer fails to submit payment as mentioned above for the material value within the stipulated time, the **full EMD shall be forfeited & in addition GST as applicable shall be borne by the buyer.**
- b) If after making necessary payment through Advance/ B.G./ opening irrevocable letter of credit for material value and other charges, buyer fails to lift at least 95% material in case of delivery by road or fails to take delivery within stipulated period or requests for cancellation of order, MOIL shall levy the penalty and forfeit the EMD on pro-rata basis based on the unlifted quantity for every individual Delivery order as per example given below & in addition GST as applicable shall be borne by the buyer.
- c) If any of the documents submitted by buyer e.g. GST form & other tax registration certificate etc. as required under any law for time being in force are not found in order, the full EMD shall be forfeited & in addition GST as applicable shall be borne by the buyer.
- d) Above forfeiture shall be on ordered quantity basis. Each order will be treated as an independent contract and will be bound by the terms & conditions specified in the terms & condition hosted on the Metal Mandi (M3) portal.
- e) No interest shall be payable on EMD/SD Amount.

### **Example:**

Allotted Quantity	: 1000 Tonnes
Basic Price	: 2000/- PMT
Value of EMD	: 2000 x 1000 X 5% = 100000
Quantity lifted during contract period	: 800 Tonnes
Minimum quantity which should have been lifted to avoid forfeiture of EMD	: 950 Tonnes
Quantity attracting forfeiture of EMD	: 150 Tonnes
Value of 150 Tonnes	: 300000/-
5 % Value of 150 Tonnes	: 300000 X 5% = 15000/-
18% GST on penal value	:2700/-
Total Penalty / forfeiture of EMD	: 17700

### **17) TAXES, DUTIES, LEVIES, ROYALTY & GST ETC. :**

- a) For domestic buyers within the state, CGST and SGST as applicable from time to time thereon would be charged (presently 9% + 9% = total 18%)
- b) For domestic buyers outside the state, IGST as applicable from time to time thereon would be charged (presently 18%)
- c) If there is any changes in the rate of taxes, Duties, Levies, royalty, GST, Madhya Pradesh Gramin Avsanrachana Tatha Sadak Vikas tax, etc. the same shall be borne by the buyers. (Presently Royalty @ 5 %, District Mineral Fund (DMF) is 30% of Royalty i.e. 1.5% and National Mineral Exploration Trust (NMET) is 2 % of Royalty i.e. 0.10%, MP Road Cess for dispatch from MP @ 5%. Any additional taxes and levies, however if applicable at a later date the same shall be borne by the buyers.
- d) Any further taxes & levies charged by Government of India Directives in future shall be borne by the buyers.
- e) All the taxes, duties & levies will be charged on the date of dispatch as applicable from time to time thereon shall be borne by the buyers.

### **18) INTEREST :**

The payment will be through L.C (letter of credit) or B.G. (Bank Guarantee). In case of default or delay in payment beyond the agreed period at the time of issue of D.O. for whatsoever reason, interest for the overdue period shall be payable by the buyer @ 12% per annum plus GST as applicable thereon on interest amount.

### **19) SUPPLIES ARE MOVED BY ROAD: -**

The weight determined on the lorry/truck/tipper weighbridge at the seller's mine or nearby vicinity shall be binding on both the Seller and Buyer. The Buyer will have the right to depute their representative to supervise such weighment at the Seller's mines, and if a representative is deputed, the weighment certificate will be signed jointly by the representatives of the Seller and the Buyer. The Buyer's representative shall have the right to check and satisfy himself as to the accuracy of the lorry/truck/tipper weighbridge.

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.

### **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.

## **20) SUPPLIES ARE MOVED BY RAIL: -**

Indent with railways shall be registered immediately by MOIL on behalf of buyer after the readiness of materials.

MOIL shall not be responsible for non-placement of rakes by the railways.

After fulfilling all commercial formalities within the specified time as mentioned in the catalogue by the buyer if MOIL could not place indent within the contract period, MOIL will refund the EMD/SD and material value which has been deposited by buyer to MOIL for the concerned material.

Buyer has to lift the minimum quantity against each of the concerned lot or each rake load as per weighment in Railway receipt (RR) as per actuals. Applicable railway freight is to be deposited by the buyers prior to placement of wagons by Demand Drafts favouring FA & CAO, S.E. Rly. Nagpur. If the buyer fails to deposit the railway freight before placement of wagons the material shall be booked / dispatched on "Freight to Pay" basis. Apart from the railway freight the buyer have to bear per trip siding charges on actual basis. Indent registration fees as well cancellation charges if any to be borne by the buyer.

Buyer shall be responsible for canceling any pending indents for railway rakes after the completion of the contract period and in that case necessary cancellation charges has to be borne by the buyer.

The buyer has to ensure that all the pollution norms/Forest Rules, as applicable in the State during loading and transportation, are followed. For any violation of pollution norms/Forest Rules by the buyer, MOIL can't be held responsible on any account in this regard.

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. 22.

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.

## **21) DELIVERY PERIOD & WEIGHMENT:**

- a) In case supplied are moved by Rail: The validity of the dispatches will be 30 days from the date of issue of the D.O. The net weight ascertained by actual weighment of the wagons by the railway weighbridge and shown in the railway receipts shall be binding on both the buyer and the Seller.
- b) In the event of the concerned railway weighbridge being out of order and/or prior knowledge that wagons would not be weighed, due to other reasons, weight will be determined on the basis of Weight Volume Ratio (W.V.R.) and shall be binding on both buyer and Seller.

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

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: -

<b>No. of Wagons or more</b>	<b>No. of Trips to be taken Into account for W.V.R.</b>
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

- c) The buyer will have the right to depute their representative to supervise such weighment at the seller's mines, and if a representative is so deputed, the weighment certificate will be signed jointly by the representative of the seller and the buyer. In case the buyer fails to depute a representative, then the representative of common sampler (third party) will witness the process of determination of W.V.R.
- d) In the event of any wagons arriving without weighment enroute and without prior knowledge that they would not be weighed, or, in the event of the seller being unable to determine the W.V.R. for any reason whatsoever, the weight will be determined on the wagon weigh bridge of the buyer's factory, and shall be binding on both the Seller and the Buyer. The seller will have right to depute their representative to supervise such weighment at the Buyer's factory, and if a representative is so deputed, the weighment certificate will be signed jointly by the representatives of the Seller and the Buyer. In the case of the wagons missing in transit, the buyer shall have to pay the value of the ore as per the weight recorded in railway receipt.
- e) In the absence of any weighment of the consignment either at loading point or at destination or in absence of W.V.R. at loading point and unloading point the charged weight shown in the railway receipt will be considered final for the purpose of invoice and should be binding on both the Seller and Buyer.

**f) RAILWAY PENALTY:**

MOIL will be loading 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, based on any other Weighbridge than located at MOIL's siding/MOIL's on line 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 buyer. No dispute, whatsoever on this account shall be entertained.

**22) SAMPLING AND ANALYSIS:**

**a) SAMPLING AND CHEMICAL ANALYSIS: - AS APPLICABLE.**

- i) 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. Two samples will be drawn - one for the Seller and one for the buyer. 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.
- ii) Sample shall be tested at the Seller's laboratory and the chemical analysis determined by the seller's laboratory will be final for final settlement of payment. The sample packet meant for the buyer will be for their reference only.

**b) PHYSICAL ANALYSIS:**

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

**23) PRICE ADJUSTMENT:**

- a) There will be price adjustment on pro-rata basis for variation in Manganese content on either side. Bonus up to +3% shall be payable by customer. No bonus beyond +3% shall be payable by customer. With regard to penalty same will be allowed at the actual analysis of ore dispatch and as such there will be no rejection by successful bidder, towards any variation beyond - 3% of Mn content.

**ILLUSTRATION:**

BLL504 Mn. 20 % +/-3%, Basis 20%

If actual Mn is 23.5% then in that case bonus shall be charged up to Mn 23% only. In other case if Mn is 16% then in that case final billing shall be based on pro rata basis with Mn. as 17% and balance amount will be refunded.

- b) There will be no bonus/penalty or rejection for variation in Phosphorus, Silica and Iron content of the ore.
- c) There shall not be any bonus and penalty for variation in physical (size) specifications on either side for all grades of ores.

**24) DELIVERY SCHEDULE:**

- a) Supply will commence only after issue of delivery order (Parcel).
- b) The price offered on the Metal Mandi (M3) portal valid up to last day of every month. However, MOIL reserves the right to change the price during any day of the month and the price ruling on the date of dispatch shall be charged.
- c) The D.O. shall be issued up to 25<sup>th</sup> day of every month with the validity of dispatches up to last date of the month. (next working day in case last day of payment is a closed holiday or strike day).
- d) During upward revision in prices, the time limit given for acceptance/rejection of price to the customers is 3 days from the date of hosting/declaration of the price list. In case of confirmation of non-acceptance of prices within 3 days, no penalty shall be levied for unlifted/cancelled quantity.
- e) 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 Buyer. After handing over the wagons to the public carrier (i. e. the railway) at the dispatching stations, the Seller's responsibility will cease and the Buyer shall become responsible for the consignments so dispatched.
- f) MOIL shall place the indent with railways by mentioning type of wagons like BCN/BOOST/BCXN. If railways provide the rake with more carrying capacity in such case buyer shall make full freight payment and also any other punitive charges charged by Railways. MOIL shall not be responsible for any short supply of wagons / ore.
- g) In case where ore is moved to the buyer's destination by road and not by rail, Seller's responsibility will cease once the ore is offered at the mine/mines to buyer's authorized transporter.
- h) The buyer agrees to transport the ore by Road through "Registered Common Carrier", as per guidelines mentioned in the "Carriage by Road Act 2007" and subsequent amendment if any. In case of non-compliance, action shall be imposed as deemed fit as per the "Carriage by Road Act 2007".

- i)** The ordered quantity by Road will be lifted by the buyer in phase manner within the delivery period.
- j)** It will be the responsibility of buyer to ensure that the payments / opening of L.C. are promptly done within the specified period.
- k)** Buyers have to lift the total offered quantity within the validity period as mentioned in delivery order. Although MOIL will make all efforts to supply the material within this period, however, if dispatches are not made within stipulated time for reasons attributable to MOIL, due extension of time will be given without any claim whatsoever. However, in case buyers fail to lift full quantity within validity period, amount equivalent to SD for unlifted quantity will be forfeited along with the GST applicable from time to time.
- l)** Notwithstanding anything else contained herewith, it is specifically understood that, Manganese ore shall be moved from the mines of the Seller's in Madhya Pradesh and/or Maharashtra to the buyer's factory or to the destination as specified by buyer.
- m)** The Seller reserves the right to suspend the deliveries and/or cancel the balance contract in its entirety or in the part, in the event of the buyer's not complying with the terms of this contract/order in any manner, apart from other remedies that may be available to the Sellers. The period of suspension shall not have the effect of extending the period of this contract/order.
- n)** The buyer and Seller shall be held harmless in the event of any infringement by the other parties of any mining leases, or laws or rules and regulations or orders of the Central or State Govt. or local bodies or any other authorities, or any agreement with a third party.
- o)** It will be the responsibility of buyer to ensure that the payments / opening of L.C. are promptly done. However, payments L.C/BG shall be accepted up to within the stipulated time. (If last date of stipulated time is closed holiday or strike then up to next working day). After this date, as the case may be, no payments/ L. C. /BG will be accepted for issue of Delivery Orders.
- p)** 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 25th of the month (next working day in case 25th is a closed holiday or strike day) failing which DO will not be issued during the month despite valid financial arrangements.
- q)** 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.
- r)** MOIL will endeavor to supply the contracted/booked quantity within the stipulated period. However, if the contracted/booked 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/booked quantity.

If any delivery order is issued for Rail dispatches and indent remains unexecuted at the end of the month 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 month. The material shall be supplied after end of the concerned month 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.

## **25) GENERAL:**

- a) The decision of MOIL management in matters related to the procurement from Metal Mandi (M3) Portal shall be final and binding on buyers.
- b) Delivery will be given on actual weightment basis.
- c) MOIL reserves the right to modify or amend any of the terms & conditions. Any interpretation of any clause will be subject to clarification by MOIL which will be deemed as firm and final.
- d) It is in the interest of buyers to keep their e-mail account valid all the time and keep their e-mail password secret, failing which they will be liable for non-compliance of payment terms due to non-receipt of e-mails from MOIL/MSTC.
- e) Registration of customers with MSTC is a continuous process. Only after completion of registration and completion of pre procurement formalities customers will be able to purchase the material from Metal Mandi (M3) Portal.
- f) In addition to these terms and conditions, the buyer specific terms and conditions (BST) and general terms and conditions (GTC) will also form an integral part of terms and conditions of sale through Metal Mandi (M3). In case of any contradiction, these Special Terms and Conditions shall prevail.

## **26) Force Majeure:**

Should the performance of this contract/auction 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.
- c) 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.
- d) 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.

## **27) AWARDING AUTHORITY:**

- a) Decision of MOIL Management shall be final and binding. MOIL reserves the right to accept/reject any order either in part or whole without assigning any reason whatsoever. MOIL also reserves the right to split the order as it deems fit.
- b) Interested parties may visit Mines with prior appointment to inspect the materials (Phone No 0712 – 2806157/2806267) on any working day from MOIL's Nagpur office.
- c) MOIL accepts no liability towards any claim, compensation / damage that may arise out of non-fulfillment of contracts/orders between the buyer and any third party. MOIL will give no cognizance to such 3rd party with whom it has no privity of the contract/order.
- d) In the event of any internal requirement of materials including those from Steel Plants under SAIL and Government, MOIL shall reserve the right to curtail the quantity confirmed to A/C 'Buyer' or cancel the contract/order, if any.

- e) The buyer shall adhere to the Mines Act, Rules, Mines Regulations and Order issued under them.
- f) Preference will be given to Government and Public Sector as per Government guidelines, if any.
- g) It shall be the responsibility of the persons submitting the applications to ensure that the documents have been submitted in the formats and as per the terms and conditions prescribed in the MOIL/MSTC website and no change is made therein before submission of their documents in the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of MOIL/ MSTC. In case any tampering/unauthorized alteration is noticed in the documents submitted, from the documents available on the MOIL/ MSTC website, the said documents shall be summarily rejected and MOIL/ MSTC shall have no liability whatsoever on the matter. However, deviation if any, proposed by the applicant maybe separately indicated be for acceptance or otherwise of MOIL. Such proposed deviation will not be treated as tampering for the purpose of application of this clause.

## **28) 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)/2013-DPE(PMA)/FTS-1835 dated 11.04.2017 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.

## **29) JURISDICTION:**

All disputes relating to this sales agreement, Purchase Order shall be limited to the jurisdiction of the Court at Nagpur Bench of Bombay High Court.

**MSTC Ltd Contact Person:**

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**IN MOIL PLEASE CONTACT**

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