e-Auction Scheme
for
sale of Stone
from
HSIIDC Khanak Mines,
District Bhiwani (Haryana)

Haryana State Industrial and Infrastructure Development Corporation Limited (HSIIDC)
(A Government of Haryana undertaking)

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Disclaimer

The information contained in this e-Auction Scheme document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the HSIIDC or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this e-Auction Scheme and such other terms and conditions subject to which such information is provided.

This e-Auction Scheme is not an agreement and is neither an offer nor invitation by the AUCTIONEER to the prospective Bidders or any other person. The purpose of this e-Auction Scheme document is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this e-Auction scheme. This e-Auction Scheme includes statements, which reflect various assumptions and assessments arrived at by the HSIIDC in relation to the Scheme. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This e-Auction Scheme may not be appropriate for all persons, and it is not possible for the HSIIDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-Auction Scheme. The assumptions, assessments, scheme statements and information contained in the e-Auction Scheme, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-Auction Scheme and obtain independent advice from appropriate sources.

Information provided in this e-Auction Scheme to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The AUCTIONEER and HSIIDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The AUCTIONEER and HSIIDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-Auction Scheme or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-Auction Scheme and any assessment, assumption, statement or information contained therein or deemed to form part of this e- Auction Scheme.

The HSIIDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this e-Auction Scheme.

The HSIIDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-Auction Scheme.

The issue of this e-Auction Scheme document does not imply that the HSIIDC is bound to select a Bidder, for the e-Auction Scheme and the HSIIDC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

Haryana State Industrial and infrastructure Development Corporation Limited

A. Introduction

The Haryana State Industrial and Infrastructure Development Corporation Limited (the "**HSIIDC**") acting through its Managing Director and having its office at Plot No. C-13 and 14, Sector-6, Panchkula-134109, Haryana (referred hereinafter as the "**HSIIDC**") is engaged in mining of Stone from Khanak mines, District Bhiwani (Haryana) and as part of this endeavour, has decided to undertake the sale of stone/material from these mines through the process of e-Auction in accordance with the terms specified herein.

B. Definitions

(a) "**Auctioneer**" means the agency appointed by HSIIDC for conducting the e-Auction;

(b) "**Bid**" means the bid submitted by a Bidder at the e-Auction portal;

(c) "**Bidder**" means any legal Indian entity (viz. individual, partnership firm, company etc.) eligible to participate in e-Auction for the purpose of purchase of Stone from the HSIIDC;

(d) "**Bid Process**" means the entire process of e-Auction commencing from e-Auction to the sale and delivery of Stone;

(e) "**Concessionaire/Contractor**" means M/s Dhansar Engineering Company Private Limited or any other concessionaire/contractor/party as may be selected by the HSIIDC from time to time for development of the mines, mining of stone and delivery thereof etc.;

(f) "**Damages**" means the damages payable by either Party to the other of them, as set forth in this e-Auction Scheme, whether on *per diem* basis or otherwise, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty;

(g) "e-Auction Portal" means the web-based portal available at the url: https://www.mstcecommerce.com/auctionhome/hsiidc/index.jsp

(h) "**e-Auction**" means the process of auction conducted on the e-Auction Portal for selection of Bidder(s);

(i) "**e-Auction Scheme**" or "**Scheme**" means the scheme, terms and conditions contained in this e-Auction Scheme, as amended or supplemented by the HSIIDC from time to time;

(j) "**Highest Bidder(s)**" mean the Bidder(s) quoting the highest rate per MT (Metric Ton which equivalent to 1,000 kilograms) for a specified Lot at the completion of e-Auction process;

(k) "**Lot**" means the pile/location identified by the HSIIDC where the offered Stone of approximate quantity as indicated on the e-Auction Portal, is located;

(l) "**e-Auction Agent**" means AUCTIONEER i.e. M/s MSTC Limited (a PSU under the administrative control of the Ministry of Steel, Government of India), having its branch office at – MSTC Limited, Telephone Exchange Building, 2nd Floor, Sector-5, Panchkula-134 109;

(m) "**Stone**" means the stone/material which is excavated through mining at the aforementioned mine of the HSIIDC;

(n) "Working Day" means any day (other than Sunday) on which banks in the Bhiwani District are generally open.

C. Salient features of the scheme – e-Auction/Sale of existing Stone/Material stacked at site

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1.	**Bidder**	Any legal Indian entity (viz. individual, partnership firm, company etc.). Employees of the HSIIDC, MSTC Ltd. (e-Auction Agent/ Auctioneer) and project Concessionaire are not eligible to participate or to represent on any one's behalf in the e-Auction, dispute or any process related to this scheme, except as required in official capacity.
2.	**Registration by Bidder**	All prospective bidders to visit the website of M/s MSTC Ltd. for registration (www.mstcecommerce.com). One-time MSTC registration fee of Rs. 10,000/- plus applicable taxes shall be payable. Bidders are advised to register well in time to avoid missing out on auction/bidding opportunity and also to check regarding their registration. In case they are not registered, they are advised to contact MSTC. No representation/claim, whatsoever, shall be considered/entertained by HSIIDC on this account at any stage.
3.	**Auction frequency**	Twice a week/weekly/fortnightly (as per the decision of HSIIDC)
4.	**No. of Sites/Lots to be put-up for auction**	Material at various Site(s)/Location(s) as indicated in the Notice to be issued from time to time regarding specific e-Auction(s); further whole or part of the Stone/Material shall be offered for sale and the quantity indicated would be tentative.
5.	**Bid quantity**	Minimum Bid quantity shall be 100 MT and in multiplies of 100 MT thereafter; Maximum quantity for which bid can be made by any Bidder in any particular Lot of e-Auctions, as would be offered on any day/date/Lots shall be 2,000 MT per Bidder. This quantity can be increased or decreased at the sole discretion of HSIIDC. MSTC/HSIIDC shall have the right to issue addendum to the e-Auction document to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued shall form part of original invitation to e-Auction.
6.	**Earnest Money Deposit (EMD)**	i). Each Bidder shall be required to furnish/deposit non-interest bearing Earnest Money Deposit (the 'EMD') by way of online/NEFT/RTGS payment in the Bank Account of MSTC Limited, @ Rs. 50/- per MT before the bid date, with minimum Bid quantity being 100 MT and in multiplies of 100 MT thereafter, to be eligible for participating in the Bid Process. ii). The EMD is to be deposited before the start date of e-Auction. No EMD shall be accepted on the date of e-Auction. This EMD shall be available with MSTC Limited for participation in the e-Auction of Stone from HSIIDC's Khanak Stone Mine, District Bhiwani, Haryana. EMD shall remain with MSTC Limited, which can be utilized by the Bidder for their future bid(s). iii). EMD or any other payment shall be considered submitted/deposited by Bidder only if the same is credited/received in the bank account of MSTC/HSIIDC, as the case may be. iv). The Bidders shall also be required to inform MSTC/HSIIDC, as the case may be, well in time through emails (for payments made to MSTC- dkmeel@mstcindia.co.in; for payments made to HSIIDC- hsiidckhanakacct@gmail.com), as regards any payments made by them

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		from time to time. v). EMD shall be a non-interest bearing deposit and shall be refunded by MSTC on the request of the Bidder, after adjusting all amounts due from such Bidder. **vi).** EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the HSIIDC under the Bidding Documents or otherwise, if: a Bidder engages in a corrupt practice, fraudulent practice, coercive practice; or restrictive practice; after completion of e-Auction, the successful Bidder fails to make/deposit payment to HSIIDC within the stipulated time and such EMD amount forfeiture shall be @Rs. 50/- per MT corresponding to the successful bid quantity not paid for within the stipulated period; the successful Bidders does not lift the successful Lot/Bid quantity within the stipulated validity period and such EMD amount forfeiture shall be @Rs. 50/- per MT corresponding to the successful bid quantity, not lifted within the stipulated validity period.
7.	**Inspection**	Bidder or its authorised representative may inspect the Stones lying at a particular Lot on the Working Day preceding an e-Auction at any time between 3.00 pm to 5.00 pm, after submission of EMD. The Bidders shall carry the I-Card issued after registration with MSTC or Bidder Pass issued by HSIIDC. However, use of mobile phone/camera etc. shall not be allowed in the mining area. 'Working Day' means any day (other than Sunday) on which banks in the Bhiwani District are generally open; with the exception that HSIIDC Office/Mine at Khanak is generally closed on Tuesday in lieu of Sunday and the Bidder would be required to ascertain such Working days for the required purpose well in advance. Working Day for inspection purpose would mean working day of HSIIDC Office/Mine at Khanak.
8.	**Payment, Damages and Cancellations**	i). The successful Bidder shall make full payment (including GST/taxes/cess etc.) within 3 (three) Working Days of the close of e-Auction (excluding the day of close of e-Auction). However, in case the Bidder is unable to make full payment within the stipulated time, it may make payment within an extended period of 7 (seven) Working Days from the date of close of e-Auction (excluding the day of close of e-Auction). In case of such late payment, interest calculated at the rate of 24% (twenty four percent) per annum on the delayed amount for the delayed period shall also be due and payable by the Bidder. ii). In case of non-payment even within such extended period, the Bid of such Bidder, for the quantity of Stone not paid for, shall be annulled/cancelled and the EMD, corresponding to the bid quantity not paid for, shall be forfeited by way of Damages. It is clarified that in case of such annulled/cancelled bid on account of non-payment, the forfeited quantity for purposes of EMD calculation shall be in multiples of 100 (one hundred). iii). In the event of Automatic Annulment/Cancellation of bid, MSTC shall transfer the requisite amount equivalent to such Damages within 24 hours, from the EMD amount held in their valet with them. iv). After the close of every e-Auction, an Auto generated e-mail shall be sent by the e-Auction Portal to the successful Bidder with a copy marked to HSIIDC. v). The Bidder shall be required to deposit the indicated amount in the account of HSIIDC, details of which shall be clearly mentioned in the e-mail. After depositing the amount by the Bidder in the account of HSIIDC,

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		the Bidder shall be required to inform HSIIDC, by e-mail (hsiidckhanakacct@gmail.com), clearly mentioning the amount deposited, Banks detail and UTR no. so as to enable HSIIDC to confirm the receipt of this amount in their account. vi). HSIIDC Khanak Office shall, after obtaining details of vehicles to be used for lifting of Stone/material, issue Lifting passes to the successful bidder from 10.00 AM to 5.00 PM (except Tuesday). Lifting pass shall be the only valid document for entry in the mine area for lifting of Stone. At the Entry gate 'Tare slip' will be issued. It will be at the Exit gate/exit time when the auto-invoice will be raised and 'Lifting pass' and 'Tare slip' retained by HSIIDC. Further, successful bid cannot be withdrawn/transferred at any stage for any reason whatsoever by the Bidder. The date of receipt of payment/credit in bank account of MSTC/HSIIDC, as the case may be, shall be treated as the date of payment/deposit by Bidder for EMD/other payments.
9.	**Lifting of Stone**	**i).** The stipulated period for lifting of the entire Stone sold to a Bidder shall be 7 (seven) Working Days from the close of the e-Auction process, excluding the day of e-Auction. **ii).** In the event of lifting of Stone beyond such stipulated period, the Bidder shall be allowed 3 (three) extra working days subject to payment of ground rate/rent/charges equivalent to 10% (ten percent) for every day of delay, of the bid amount of the quantity not lifted within the stipulated period of 7 (seven) days. Stone not lifted within the said extended period shall become the property of the HSIIDC and it shall have the right to appropriate and sell it in such manner as it may deem fit. Further, lifting of stone shall not be allowed on non-Working day (generally Tuesday) of HSIIDC Khanak Office and therefore, bidders would be required to lift the Stone/material well in time.
10.	**Terms of Delivery of Stone**	i). All Stone is being sold on "as is where is basis". No complaint regarding the quality or quantity or any other aspect of the Stone shall be entertained by the HSIIDC at any stage and the Bidder must engage in the e-Auction process at his own risk and assessment. ii). The Bidder shall abide by all Applicable Laws and shall be solely liable for any violation or breach thereof. iii). The loading of Stones into the vehicles arranged by the Bidder shall be done by the Concessionaire and transportation to the Bidders' destination shall be the sole responsibility of the Bidder. The vehicles shall be arranged by the Bidders at their own cost, risk and responsibility. The Bidders have to exercise due precautions and risk/loss of any nature due to any reason(s) whatsoever will be entirely at their end. iv). The weighment of Stone shall be undertaken by HSIIDC or its Concessionaire through standard and calibrated weigh bridges. v). Delivery of Stone as put up for sale is subject to change by nature's wear and tear. No complaint shall be entertained regarding the quality/quantity or misdescription of the Stone once the e-Auction has started or thereafter.
11.	**Quantity/Quality Variation**	i). The quantity offered at a specified Lot may turn out to be more or less than the estimated e-Auction quantity. ii). The Bidder may be allowed to lift additional quantity of up to 10% (ten percent) of the allotted quantity upon payment of additional amount at

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		the e-Auction rate for the sale of Stone to the Bidder for that particular e-Auction and Lot. iii). In case of shortfall, the HSIIDC shall return the excess/applicable amount to the Bidder, at the request of the Bidder. Further, no interest/penalty etc. shall be payable on this account. iv). As there can be more than one successful Bidders for any particular Lot, the Stone/material shall be allowed to be lifted on "first come first served basis", upon compliance of necessary formalities/payments etc., and it may so happen that for a particular Lot one Bidder lifts excess quantity vis-à-vis successful bid quantity (up to 10%) and another Bidder lifts less quantity vis-à-vis successful bid quantity, as the quantity indicated for any Lot at e-Auction would only be estimated quantity. v). In case after lifting of material/Stone by Bidders at any Lot, some material/Stone is remaining, the same shall be utilized by HSIIDC for in any other auction as it deems fit. vi). It is to clarify that there may be number of successful Bidders for a particular Lot and at different prices. The delivery of stone shall be made strictly on "first come first served basis" and the Bidder bringing their vehicle first to the mine gate shall be allowed to lift the material first. vii). No claim for quality of Stone shall be entertained by HSIIDC/MSTC. viii). The HSIIDC/Concessionaire reserve its right to stop the delivery work if it is carried out in an unsafe manner. ix). The Bidder shall observe all statutory and safety measures in accordance with Applicable Laws. x). Lifting of Stone should be done as a whole without choosing and picking. Only the specified Lot identified by the HSIIDC during the Bid Process will be open for lifting.
12.	**Dispute Resolution**	i). The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of the Bid Process promptly, equitably and in good faith. **ii).** In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Managing Director of the HSIIDC for amicable settlement. iii). This e-Auction process shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Panchkula shall have exclusive jurisdiction over matters arising out of or relating to this e-Auction process.
13.	**Notices**	Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this e-Auction Scheme shall be in the manner as mentioned hereunder : in the case of the Bidder, be given by e-mail to Email-id [contactus@hsiidc.org.in, mining.ho@hsiidc.org.in, mininghsiidc@gmail.com and hsiidckhanakacct@gmail.com] and followed up by a Speed Post/Registered Post communication to the same effect to – The Managing Director, HSIIDC, Sector-6, Panchkula as well as The Project Manager, HSIIDC Site Office, Khanak, Distt. Bhiwani; in the case of the HSIIDC, be given by email [email id of Bidder] and/or Speed Post/Registered Post communication.
14.	**Force**	All terms and conditions of Scheme are subject to force majeure conditions as applicable. HSIIDC/MSTC will not be in any way responsible for failure to deliver

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	Majeure	the materials due to cause beyond their control such as strike, lockout, lockdown, cessation of work by labourers, shortened hours, act of GOD or other causes or other contingencies whatsoever. In case of such force majeure conditions, the period of delivery shall automatically get extended proportionately. The Bidder shall not be entitled to cancel the bid/contract on these grounds.
15.	**Statutory & Safety Conditions**	i). Before commencement of delivery/lifting operations, the Bidder shall take appropriate and adequate insurance for the workers/manpower under its control, including vehicle driver, which will not only cover fatal accidents which could result in death, but also injuries and damages which may or may not result in partial or permanent disablement. Further Bidder shall suitably/adequately insure the trucks/equipment used for lifting of stone. HSIIDC or any of its employees/agent(s) will not be responsible for any such eventuality/accident/mishap/loss at any stage to workers/manpower/ vehicle driver/equipment etc. ii). HSIIDC Ltd/MSTC will not at any point of time be responsible for any injuries caused to the workers/manpower engaged by the Bidders due to accident within the Khanak Stone Project or at the place of work and the Bidder shall be liable to make transport facility to the accident victims to the hospital and make proper arrangements for medical attention and treatment and/or for payment of compensation, if any. The Bidder will be solely responsible for any claim arising out of the injuries to its workers/manpower under any statute. It is the responsibility of the Bidder to provide necessary safety appliances to the workers/manpower who are engaged for handling of the goods/equipment/vehicles/ material etc. iii). All the workers/manpower engaged by the Bidders must wear appropriate safety kits and any consequences of non-compliance in this regard will be entirely borne by the Bidders. The Bidders have to make their own arrangements for accommodation and canteen facilities etc. for their workers. The safety precautions and procedures shall be stringently followed by the Bidders. iv). The workers/manpower employed/engaged by the Bidder within the Khanak Stone Mine, Khanak, District Bhiwani will be governed by the applicable Labour Laws and Rules, Mines Act, Provision of EPF Act, Security and Safety Rules as applicable from time to time. v). HSIIDC/MSTC will not be liable for any claim and the Bidder shall keep HSIIDC/MSTC and its employees/agents fully indemnified and harmless against any claim and proceedings.
16.	**Bid process**	i). For e-Auction visit website of MSTC Ltd. **www.mstcindia.co.in.** ii). The date, time and period of e-Auction as notified in the auction catalogue including the closing time, on the e-Auction portal shall be adhered to, save and except during any event of force majeure. However, the closing time of e-Auction Lot shall be automatically extended up to the time of the last successful Bid time, plus 10 (ten) minutes, so that opportunity is given to the other Bidders for making improved Bids. iii). In Live events, the Bidder while submitting their Bids shall quote their "Price Bid" per MT in Indian Rupee as base Stone price on Ex-Lot Khanak stone mine basis (for Lot No. Khanak), exclusive of other charges like taxes, GST, Cess or any other charges etc. as shall be applicable at the time of delivery or as per the applicable norms/statute. First bid for each e-Auction shall be equal to or higher than the Starting/Reserve Price. Every subsequent bid shall be higher than the prevailing highest successful

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		bid. The Starting/Reserve Price shall be fixed by the HSIIDC. iv). Any Bidder can bid for any number of Lots, subject to the quantity for which EMD has been submitted/deposited by the Bidder and subject to maximum quantity restrictions. EMD equivalent to the successful bid quantity shall be locked/freezed till the time full payment against such successful bid is made by the Bidder to HSIIDC. . v). The Bidder shall quote the quantity and price for a specified Lot of Stone they wish to purchase. vi). Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their bid before submitting their Bid. HSIIDC reserves the right to entertain or not to entertain/consider any submission/representation on this account. vii). The Bidder shall quote their Bid Price (Per MT) in the increment of Rs. 1/- (Rupees one only) and in multiples of Rs. 1/- (Rupees one only) during the e-Auction period. viii). Minimum quantity for participation in the Bid shall be 100 (one hundred) metric ton. Any increase above the same shall be in multiples of 100 (one hundred) MT. Maximum quantity for which bid can be made by any Bidder in any particular Lot of e-Auctions, as would be offered on any day/date/Lots shall be 2,000 MT per Bidder. ix). The system shall not allow a Bidder to Bid in excess of his entitled quantity as per the EMD deposited by him. However, once a Bidder is out-bided by another, the particular Bidder shall become eligible for making an improved Bid offer.
17.	**Bid mechanism**	The Bidder may increase price/rate or quantity or both for a Lot, subject to norms/scheme. The allocation displayed to the Bidder shall change from time to time during the course of the e-Auction depending on bids being submitted. Further, the final allocation to the successful bidders shall be made by the system as per following criteria : (a) Starting bid price will be equal to or higher than the Reserve price for that Lot. Bid quantity will be equal to or less than the Lot size. (b) For any Lot, the bidder making the highest bid (H1) will be successful for the bid quantity. (c) The next highest bidder (H2), if any, for that Lot will be successful for the bid quantity to the extent of the remaining available quantity (Lot quantity – H1 quantity) or bid quantity, whichever is lower/lesser. (d) The next highest bidder (H3), if any, for that Lot will be successful for the bid quantity to the extent of the remaining available quantity (Lot quantity – H1 quantity – H2 quantity) or bid quantity, whichever is lower/lesser. (e) Similar pattern would be applicable for other Bidders, if any, for such Lot i.e. H4, H5 and so on till the Lot quantity is exhausted, in the decreasing order of precedence. (f) The bid rates of such respective successful bidders will be the rates applicable to them for their successful bid quantity. (g) If two or more Bidder(s) bid the same highest price, precedence for allotment will be accorded to the Bidder who has placed the bid for the higher quantity.

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(h) In case, two or more Bidder(s) bid the same price and the same quantity, precedence will be given to the Bidder who has offered his bid first with reference to time.

(i) Any bidder can be successful only once for any particular Lot and can improve upon its bid in terms of rate and/or quantity or both. However, the subsequent bid for that Lot has to be at least equal to or higher than its existing highest bid for that Lot, in terms of price or quantity or both. In such a scenario, the previous bid of such bidder will be annulled/eliminated for such Lot.

(j) In case only a part of any Lot is sold and the remaining part remains unsold; the said unsold part will be put-up for auction separately at the sole discretion of HSIIDC.

(k) In case it is observed that any Bidder or group of Bidders are indulging in any unfair practice and/or bidding in a manner so as to jeopardize the process of auction, such Bidder or group of Bidders can be debarred/suspended/backlisted from participating in the auction process. The period of such debarment/suspension would be decided by the HSIIDC, at its sole discretion.

The aforementioned provisions should be read and interpreted in totality as any isolated clause/provision may convey misleading/incomplete meaning.

Illustration/example (though not exhaustive and not as per actual pattern) for understanding the auction system :

Auction date -	Auction Lot – Lot - SS-I	Bid commencement time – 10.00 AM (IST)	Bid closure time – 12.00 noon (IST), unless extended	Quantity of Stone in Auction Lot (estimated) – 2,000 MT	Reserve Price – Rs. 300/- per MT *(actual reserve price may vary)*

Bid Time (AM)	Bidder Name	Bid rate (Rs. per MT)	Bid quantity (MT)	Current Successful bidder	Current successful rate (per MT)	Current successful quantity (MT)	Total successful quantity (MT)
10.01	A	300/-	500	A	300/-	500	500
10.05	B	350/-	1000	B	350/-	1000	1500
				A	300/-	500	
10.08	C	325/-	700	B	350/-	1000	2000
				C	325/-	700	
				A	300/-	300	
10.15	D	330/-	500	B	350/-	1000	2000
				D	330/-	500	
				C	325/-	500	
10.20	A	328/-	500	B	350/-	1000	2000
				D	330/-	500	
				A	328/-	500	

The HSIIDC reserves the right to withdraw at any stage the sale of any item/Lot or quantity of material either by number or by weight or any other specific unit at any time prior to delivery of the Stone, without assigning any reason or details thereof. Value of the materials so withdrawn and paid by the Bidder shall be refunded in full. The HSIIDC shall, however, not be responsible for any damage, loss, direct or consequential damage whatsoever to the Bidder nor for payment of any interest.

18.	**Post Auction Process Details**	i). After the completion of Auction process, system/MSTC will send a sale intimation letter/e-mail to the successful Bidder(s), informing them about the Lot numbers, lot-wise quantity and their prices at which allocation has

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		been made to them and the total amount to be paid to the HSIIDC, inclusive of GST/taxes/cess etc shall also be indicated. ii). As the sale intimation letter will be automatically issued by the system and sent to the email furnished by the Bidder, non-receipt of the same by the Bidder shall not be a ground for extension of time. Bidders are required to login in the system from time to time and check the allotment status for confirmation of allotment made to them and the amount to be paid by them. iii). All payment shall be made/deposited through e-Payment (online/RTGS/NEFT etc.). in the following bank account of HSIIDC Khanak, as per the details indicated hereunder : Name : HSIIDC Ltd. Account Number : 6505002100002238 IFSC CODE : PUNB0650500 Name of Bank : Punjab National Bank, Tosham (Bhiwani) iv). No other mode of payment shall be accepted. Payment shall be considered submitted/deposited by Bidder only if the same is credited/received in the bank account of HSIIDC. If the Bidder makes payment to wrong account, HSIIDC shall not be liable for the same. v). To check the amounts to be paid, the Bidder shall refer to the issued Sale Intimation Letter. The Bidder may also check the respective amounts to be paid by logging in and checking the allotment status. vii). HSIIDC Khanak Office shall, after obtaining details of vehicles to be used for lifting of Stone/material, issue Lifting passes to the successful bidder from 10.00 AM to 5.00 PM (except Tuesday). Lifting pass shall be the only valid document for entry in the mine area for lifting of Stone. At the Entry gate 'Tare slip' will be issued. It will be at the Exit gate/exit time when the auto-invoice will be raised and 'Lifting pass' and 'Tare slip' retained by HSIIDC. vi). It will the responsibility of the Bidder to ensure that the vehicles used for lifting of material have all valid documentation required for such activity and the driver also has all valid documents/including license etc. HSIIDC shall not be responsible in any manner in this regard. Further, in case it is observed that the vehicles are not fit for such activity/do not have valid documentation, they would not be allowed for lifting of material. HSIIDC shall not be responsible for any mishap in case the vehicles are not fit for such activity or some material facts are not informed to the HSIIDC. Further, HSIIDC shall not be responsible in case of misuse of Lifting Pass by any unauthorized person. Accordingly, Lifting Pass should be handled carefully by Bidder to prevent its misuse. vii). Stone sold, but not lifted within the specified period will become the property of HSIIDC and it has the right to sell the unlifted quantity in any manner as HSIIDC may deem fit without any notice. viii). Each successful Bidder shall be intimated automatically through e-mail by the system tentatively on the same date after the closure of e-Auction. However, in case the Bidder is unable to receive email due to any issue with their email service provider or internet provider or any other reason, it shall be the responsibility of the Bidder to personally see and download the result displayed on the e-Auction portal after close of e-Auction. ix). Sale under each e-Auction/Lot shall be an individual, independent, unique and complete transaction.

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		x). It is the responsibility of the Bidder to take delivery of the Stone from the Mine Lot/designated area, strictly adhering to the safety precautions and the provisions of Mines Act 1952, Environment Protection Act all other applicable laws, rules, and regulations. The loading of the Stone into the vehicles arranged by the Bidders will be done by HSIIDC appointed concessionaire and transportation to the Bidders premises shall be at the total risk and responsibility of the Bidder only and they shall not give any room for any kind of complaint like overloading, pollution, and accidents etc. whatsoever. xi). The Stone after confirmation of sale will remain at the sole risk and responsibility of the Bidder. MSTC/ HSIIDC will not undertake any liability, whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lots as put up for sale is subject to change/wear and tear due to natural/weather conditions. No complaint will be entertained regarding quality or misdescription of the materials once the bid is accepted. xii). The successful Bidder shall ensure generation of bill and rawannas in accordance to the notification issued by the statutory authority before dispatch from the weighbridges and the details of bill and rawannas has to be provided at the exit point of HSIIDC for record. xiii). The successful bidder shall be required to maintain a minimum balance of Rs. 15,000/- in their account with HSIIDC for adjustment of variation on account of excess quantity, if any, at the time of actual lifting of Stone. The vehicle of the bidders shall not be permitted to enter in the mine area unless the balance is maintained by the bidders.

Remarks - In case of any contradiction in the terms & conditions as indicated at MSTC Website (General Terms & Conditions, Buyer Specific Terms & Conditions) and as mentioned above, the aforementioned terms & conditions shall have precedence/shall be applicable