

E-AUCTION OF ROUGH DIAMONDS

E-AUCTION OF ABOUT 27000 CARAT OF ROUGH DIAMONDS FROM PANNA MINES AT DIAMOND MINING PROJECT PANNA

Venue For inspection/auction	NMDC Limited , Diamond Mining Project Majhgawan, Panna, MP Phone No. 07732-271234/271248 (Nearest Railway station –SATNA/JHANSI) (Nearest Airport- KHAJURAHO)
Date and Time of Inspection	From 01/12/15 to 05/12/15 Time 1 st Shift 9.00 AM to 1.00 PM** 2 nd Shift 1.30 PM to 5.00 PM**
Date of e-auction by M-Junction Ltd.	On 08/12/2015 & 10/12/2015, time and scheduled will be communicated to registered buyers by service provider M-junction service Ltd.
Declaration of allotment	On 09/12/2015 & 11/12/2015 by M-junction Ltd.
EMD for participation in e-auction	Rs.50000/- refundable
EMD/ Registration for e-auction	Up to 5.00 PM 07/12/2015 by M-junction service Ltd.
Date and Time of Sealing of Sold Lots	The date & time will be mentioned in the allotment letter issued to successful bidder
Admission to the inspection hall	1. Permanent Members(Holding Plastic admission Card) and regular temporary members (if place is available)Between 9.00 AM to 1.00 PM AND 2. Temporary Members on payment of refundable deposit of Rs. 10000/- per representative preferably through bankers cheque & DD between 1.30 PM to 5.00 PM 3 The request for temporary membership shall be endorsed by any permanent member participating the inspection. The permanent member can endorse only one such request for temporary membership. OR The persons desiring for temporary membership may produce PAN/Sales Tax Registration No. any government approved Photo identity card or any other proof of identification.

****The number of shifts and timings are subject to change depending upon number of merchants present.**

The catalogue containing details of the diamonds being offered for sale will be available at the venue of inspection/auction from 01/12/2015 onwards.

The admission to the inspection Hall will be at the desecration of Inspection In charge.

NOTE: The merchants are requested not to bring Rough /uncut/polished Diamonds in the Inspection Hall during inspection.

रफ हीरों (डायमंड) की ई-नीलामी

एनएमडीसी की पन्ना हीरा खदान से
लगभग 27000 कैरेट रफ हीरों (डायमंड) की ई-नीलामी सूचना

नीलामी का स्थान	एनएमडीसी लिमिटेड, हीरा खनन परियोजना, मझगवां, पन्ना, मध्यप्रदेश दूरभाष : 07732-271234/271248 (निकटस्थ रेलवे स्टेशन: खजुराहो, सतना (म.प्र.), झांसी (उ.प्र.) (निकस्थ एअरपोर्ट : खजुराहो (मध्यप्रदेश)
नीलामी में रखे हीरों के अवलोकन की तिथि एवं समय	01-12-2015 से 05-12-2015 तक समय : प्रथम पाली 9.00 – 1.00 बजे तक * द्वितीय पाली 1.30 से 5.00 बजे तक *
नीलामी की तिथि व समय	08-12-2015 व 10-12-2015 नीलामी की विस्तृत सूचना एम जंक्शन सर्विसेस लिमिटेड द्वारा प्रदान की जाएगी।
ई नीलामी के लिए ईएमडी	वापसी योग्य राशि रु 50,000/-
ईएमडी/ई नीलामी के लिए पंजीकरण	दिनांक 07-12-2015 को 5.00 बजे तक एम जंक्शन लिमिटेड द्वारा
आवंटन की जानकारी	09/12/2015 व 11/12/2015 को एम जंक्शन लिमिटेड द्वारा
सीलिंग की तिथि व समय	सीलिंग की समय व तारीख की जानकारी सफल क्रेताओं को जारी आवंटन पत्र में दी जाएगी ।
अवलोकन व नीलामी में भाग लेने की पात्रता हेतु निर्देश	<ol style="list-style-type: none">1) एनएमडीसी के स्थायी कार्ड धारक सदस्य (प्लास्टिक कार्ड धारक) व सक्रिय अस्थायी सदस्य (स्थान उपलब्धता के आधार पर) प्रातः 9.00 बजे से 1.00 बजे तक।2) अस्थायी सदस्य, जिनसे 10,000/- रूपए का प्रवेश मूल्य (वापसी योग्य) लिया गया है। (अपराहन 1.30 बजे से सायं 5.00 बजे तक)3) अस्थायी सदस्य द्वारा प्रवेश के लिए हीरा नीलामी में भाग लेने के आवेदन को किसी स्थायी कार्ड धारक सदस्य द्वारा अनुमोदित होना आवश्यक है। एक स्थायी सदस्य केवल एक ही आवेदन की अनुशंसा करने का अधिकारी है। या4) इच्छुक अस्थायी सदस्य अपने पैन कोर्ड, आधार कार्ड व सरकार द्वारा निर्धारित किसी अन्य पहचान पत्र की प्रस्तुति पर व छायाप्रति आवेदन पत्र के साथ संलग्न करने पर प्रवेश पाने का अधिकारी है।

*** हीरा नीलामी के अवलोकन के समय व पाली में उपस्थित व्यापारियों की संख्या को देखते हुए परिवर्तन किया जा सकता है।

नीलामी में रखे गए हीरों की सूची व नीलामी के नियम, अन्य सूचनाएं, नीलामी अवलोकन स्थल पर दिनांक 01-12-2015 से उपलब्ध रहेगी।

नीलामी स्थल पर प्रवेश व अवलोकन की अनुमति का अधिकारी एनएमडीसी के हीरा नीलामी के लिए अधिकृत अधिकारी के पास सुरक्षित है।

कृपया ध्यान दें: व्यापारियों से अनुरोध है कि हीरा नीलामी के अवलोकन व नीलामी के दौरान अपने साथ तैयार/रफ हीरे लेकर न आएं। हीरों के साथ नीलामी स्थल पर प्रवेश वर्जित है।

E-AUCTION OF ROUGH DIAMONDS

NMDC, a Government of India Enterprise, with its corporate office at Hyderabad, Telangana State, is conducting E-AUCTION of approximately 27000 Carat of Rough Diamonds at its Diamond Mining Project, Majgawan, Panna, Madhya Pradesh M/s M-Junction Limited is service provider for the e-auction. The details of Terms and Conditions are as given below.

TERMS & CONDITIONS OF E-AUCTION

1.0 REGISTRATION FOR E-AUCTION:

1.1 Customers intending to participate in the e-auction are required to register themselves with M-JUNCTION by making non –refundable payment of amount of Rs. 5000/- towards the registration. The interested buyers should comply with M-JUNCTION requirements. M-JUNCTION shall have the discretion to deny registration to any person and this shall not be questioned. However registration with M-junction is not required for only inspection of diamonds. Also during the course of inspection, any buyer or buyers who is/are found to be acting overtly or covertly against the ultimate interests of the NMDC, then NMDC will have the authority to cancel his/her/their Permanent/Temporary Card issued by NMDC and no dispute shall be entertained in this regard.

1.2 NMDC Permanent Card holders need not pay Registration charges to M-junction for this e-auction

The following officials of M-Junction shall be contacted for Registration and necessary training for participation in this e-auction.

Name	Location	Contact
Snehajit Das	M-Junction Limited,Kolkata	+918584008243
Kamlesh Ghode	NMDC, Panna from 01.12.15 ~ 05.12.15	+919009777860
Vinod Kumar Yadav	M-Junction Limited, Mumbai	+919920516150

1.3 EMAIL ADDRESS OF BUYERS:

BUYERS shall provide their valid/active email address, failing which Buyers shall be responsible / liable for non-compliance of payment or any other instruction issued by M-Junction /NMDC to the buyers by email.

2.0 INSPECTION OF DIAMONDS:

- 2.1 Any interested firm or individual having permanent card issued by NMDC or temporary card issued by NMDC on payment of refundable amount of Rs. 10000/- will be eligible to participate in inspection. The amount of Rs. 10000/- shall be paid to NMDC at Diamond Mining Project, Panna or Regional office, NMDC Limited, Mumbai.
- 2.2 However, the discretion to give permission for inspection to any person /firm lies with NMDC and NMDC can refuse to give permission for inspection to any person or firm without assigning any reason. The diamonds will be displayed to interested buyers on schedule date of inspection from 01/12/2015 to 05/12/2015 between 9 AM to 5 PM.

3.0 EMD AMOUNT:

A refundable amount of Rs. 50,000/- towards EMD will be collected by the service provider M/s M-junction Services Limited from the interested buyers who are willing to participate in the e-auction. M-junction shall transfer the same to NMDC Ltd immediately. The EMD amount of unsuccessful bidder will be refunded by NMDC Ltd. The EMD amount will be refunded to successful bidder by NMDC after payment of security deposit i.e. 20% of the sale value in the designated account of NMDC limited.

PRE-BID EMD payment shall be made only through RTGS in favour of "Mjunction services limited". EMD shall be deposited to mjunction services Ltd account on behalf of NMDC Ltd., through RTGS / NEFT as per details mentioned below:-

We are hereby submitting an EMD of Rs. _____ By NEFT/
RTGS vide UTR No: _____ dated

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Branch Name	Sandoz Branch, Mumbai
Account No	Explained below *
IFSC Code	HDFC0000240

*All the customers will have a unique account number. The unique account number is an alpha numeric code consisting of 13 characters. The Customer's unique "account number" is a combination of the MJ' SAP code along with the 7 digit bidder SAP ID and can be used as reference for all subsequent transactions. The Customer's Account Number detail is available in "Profile" after the customer logs into our website using the user id and password.

In case successful bidder does not deposit the security deposit i.e. 20% of sale value in the designated account of NMDC Ltd within the stipulated time, then the EMD shall be forfeited.

4.0 CONTACT PERSON OF SELLER / STOCK-HOLDER

Regional Manager, RSO Mumbai, Representative of M/s. NMDC Ltd, having address at 4th Floor, MMTC House, C-22, E Block, Bandra Kurla Complex, Bandra (East), Mumbai (Phone: 022-56777946) or Project Manager, Diamond Mining Project, NMDC Limited, Majhgawan, Panna, MP(07732-271234) who is the Owner / Seller / Stockholder of Goods. M-JUNCTION Ltd., will be hereinafter referred to as M-JUNCTION (Contact Person Mr Vinod @ +919920516150)

5.0 CAUTION

5.1 The sale shall be governed by the item list / catalogue number wise list & Terms and Conditions (TC) displayed on the auction platform post logging in also attached herewith in Annexure A, already accepted by the Bidder at the time of e-Auction Registration with M-JUNCTION. The item List and TERMS & CONDITION displayed under "View Forthcoming Auctions" on M-JUNCTION e-Auction Website are tentative and subject to change at M-JUNCTION's sole discretion before the start of e-Auction. Bidders should therefore download the

item list and TERMS & CONDITIONS displayed in the auction platform after they log in and accept the catalogue online for their record purpose, if required. Participation in the e-Auction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the TC, BSTC (Buyer Specific Terms and Conditions). In case of any conflict between the TC and BSTC, the TC shall prevail. M-JUNCTION shall have the right to issue addendum to the TC or BSTC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum, so issued shall form a part of the original TC.

5.2 M-JUNCTION / NMDC reserve the right to forfeit any amount / money lying with M-JUNCTION / NMDC from the successful Bidder who defaults in making the due payments against the e-Auction.

6.0 e-AUCTION

6.1 During Live Auction, only brief Lot / item details shall be shown under “Catalogue No.” on the Auction Floor where Bidders are required to bid. The complete “item Details” can be seen by the Bidders by clicking on the respective item hyperlink. and it shall be the responsibility of the Bidders to see the “item Details” and refer his inspection notes before bidding and no representation / complaint in this regard shall be entertained by M-JUNCTION / NMDC from the Bidders.

6.2 The bid price will be of rate per carat i.e. Rs/carat. Each incremental bid in the auction shall be higher than the earlier bid by a minimum of Rs.100/- (Rupees Hundreds) for the lot of Gem category diamonds, whereas Rs. 25/- (Rupees twenty five) for Off-color and Dark Brown category diamonds. **After entering the bid the system will again ask for confirmation of bid once the bidder confirm the bid it will be accepted by system and further change in quoted rate will not be possible. After the acceptance of bid by the system,** The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint / representation shall be entertained by M-JUNCTION / NMDC in this regard. Hence Bidders must be careful to check (the Bid Amount/ No. of “0”/ No. of Digits/etc.) and rectify their bid (if required) before submitting their Bid into the live e-Auction floor by clicking the “**Bid and confirmation**” Button.

7.0 VALIDITY OF BIDS

7.1 All bids shall be valid for a period of 30 (thirty) days from the date of closing of e-Auction, excluding the date of closing. In case the 30th day falls on a Bank holiday such Bids shall be deemed to be automatically extended and valid upto the next working day of Bank.

8.0 SALE RESULT / INTIMATION

8.1 All the diamonds put up for sale thorough e-auction shall be sold strictly on “As is where basis is”. M-JUNCTION / NMDC reserve(s) the right to accept / reject any offer(s) / bid(s) without specifying any reason(s) thereof. Any clarification required may be sought by the Bidders from the NMDC at the time of inspection, and no dispute shall be entertained thereafter.

8.2 All sales shall be subject to meeting of Reserve Price (RP) fixed by the NMDC. The information of sold lots will be given by NMDC to successful bidders, through email/Phone/or by Post.

8.3 After receiving the information the successful Highest Bidder shall have to pay the prescribed Security Deposit directly to NMDC’s account.

9.0 PAYMENT OF SECURITY DEPOSIT (SD)

9.1 **Post-Bid Security Deposit @20% on sale value (exclusive of taxes) has to be paid within three bank working days (The bank in which NMDC has the designated account for e-auction) from date of sale intimation for the payment of security deposit. In case the successful bidder fails to make the payment of security deposit within 3 bank working days, the payment of security deposit will be accepted till the day of sealing but before the sealing of sold lots subject to payment of penal interest @ 15% on the security deposit value counted from the date of issue of offer letter. However security deposit will not be accepted after the date of sealing of sold lots. Non-payment will result in automatic deactivation of Bidder’s Password and his EMD will be forfeited.**

9.2 **In case the successful bidder do not want to purchase all the allotted lots, the bidder has to inform NMDC about the part purchase of allotted lots in writing citing the reason of part purchase and deposit 20% of sale value of**

the lots the bidder is willing to buy within three bank working days (The bank in which NMDC has the designated account for e-auction) from date of sale intimation. In such a case the lots for which he paid the security deposit will be allotted to him but entire amount of Rs.50, 000/- deposited toward EMD will be forfeited.

- 9.3 The successful Bidder shall pay SD by DD/RTGS payable to NMDC Ltd. or deposit the money to the credit of the NMDC's account at Canara Bank, Panna or any other designated banks as may be notified from time to time (for which a receipt shall be issued to the successful bidder).

10.0 SEALING OF SOLD LOTS

- 10.1 The diamonds or the packet of diamonds, for which the sum representing 20% of sales value have been paid by the purchaser, shall be sealed in an envelope by the NMDC in the presence of the purchaser. The purchaser shall also put his own seal / signature on the packet. In case purchaser is not present at the time of sealing, sealing shall be carried out at his risk and peril. The packet so sealed will be numbered and the number will be mentioned in the money receipt to be issued to the successful purchaser of the particular purchase.

11.0 PAYMENT OF BALANCE SALE VALUE, DUTIES & TAXES.

- 11.1 On receipt of post bid SD from the successful bidder, sale statement shall be issued by the NMDC to him advising to deposit the balance sale value with all applicable 100% of Duties and Taxes to the NMDC's Account No 4114201000003., Canara Bank (Branch code 4114, IFSC code CNRB0004114, contact No. 07732-250261) Panna within 30 days from the date of issue of Sale Intimation / sealing of sold lots. If payment of balance amount is not made within stipulated time as above, the Security Deposit (20% of the sale amount) shall be forfeited, and the Purchaser shall have no right to any claim whatsoever in this regard.
- 11.2 **Statutory Payments** : Sale Tax / VAT, Octroi charges or any other statutory Duty/Tax/Levy/Charges etc. which are applicable shall be payable by the Buyer as prevailing on the date of actual physical delivery of diamonds. The rates of Duties and Taxes displayed on the e-Auction Website are only indicative and based on the rates prevailing before the commencement of the e-Auction.

- 11.3 **Transfer of Title:** On payment of the above sums by the purchaser in the manner aforesaid, the diamond / packet shall be delivered to the Buyer through Bankers. The delivery of the sealed packet to the purchaser shall conclude the transaction and no objection as to the number, quality, value and characteristics and defects of the diamonds shall be entertained and no liability on this behalf shall be accepted by NMDC thereafter. The property in the diamonds shall be deemed to pass on to the purchaser, only after the Buyer has paid the balance amount in full and physical delivery of the diamond is effected to him and until delivery is made, the title of property i.e. diamonds shall continue to vest in NMDC.
- 11.4 **Disputes and Arbitration:** The purchaser shall be deemed to have purchased the diamonds with full notice as to their number, quality, value and characteristics and defects of the diamonds, and no dispute with regard thereto shall be entertained thereafter.
- 11.5 In the event of any difference or dispute between the bidder and the NMDC arising out of or in relation to the auction or with regard to the interpretation of the terms and conditions of the auction or any matter incidental thereto (specifically excluding those mentioned at condition 11.4) , the Buyer may represent to Director (Commercial), NMDC, who shall, after giving an opportunity to the Buyer for personal representation, decide such dispute or difference and communicate the decision to the Buyer within 30 days of the date on which the difference or dispute is received by the Director (Commercial), NMDC, Hyderabad..
- 11.6 If such a decision is not acceptable to the Buyer, or if the difference or dispute is not decided as provided for at condition no. 11.5, the said dispute may be referred to the Sole Arbitrator who would be appointed by the Chairman-cum-Managing Director, NMDC Ltd., and the decision of the said Sole Arbitrator shall be final and binding on all parties. The arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996 including amendments thereto and the rules and regulations made there under from time to time.
- 11.7 The venue of the Arbitration shall be Hyderabad, Telengana State.
12. Governing Laws :

The contract is governed by the Laws of India. The courts at Hyderabad, Telangana State, shall have the exclusive jurisdiction in the matter.