



Online Forward Auction for Sale of Dry Fly Ash

Neyveli Lignite Corporation India Limited

Barsingsar Thermal Power Plant

Auction Ref. No. MJ/SRO/NLCINDIA LTD/ 2 /DFA/-BTTP-BARSINGSAR/24-25/XXXX

e-Auction Details

Seller Name	NLC India Limited (NLCIL) – BTPP, Barsingsar
Location	Barsingsar Thermal Power Plant, Barsingsar, Bikaner District, Rajasthan - 334402
Starting Floor Price in INR-PMT	Rs. 165/- PMT (excluding all taxes and levies)
Pre-Bid EMD in INR-PMT	₹25 per ton for a minimum quantity of 100 tons
Total Offered Quantity in MT	35,000
E-Auction Date & Time	30-07-2024; 12:00PM
Inspection Date & Time (For viewing the materials on site)	From 23-07-2024 till 29-07-2024 From 09:00 AM to 05:00 PM With prior approval from NLCIL and adherence to safety measures mentioned in terms and conditions section
BID validity and lifting Timeline	3 Months from the date of issue of Sale/Delivery Order
Bid Basis	INR per Metric Ton (MT)
E-Auction Logic	Yankee Price-Quantity-Time Logic Forward Auction Only & Reverse Auction NOT Applicable
URL to log in for bidding	https://www.metaljunction.com/auction/auctionView
Default Run-time of the auction	Two Hours

Contacts for mjunction executives

Name of the Executive	Mobile No.	Email Address
Mr. Saravanan	9330907323	Ae.saravanan@mjunction.in
Mr. Dhiranjan Roy	8584008256	dhiranjan.roy@mjunction.in
Mr. Ujjal Das	9147172058	Das.ujjal@mjunction.in
Mr. Sridhar Rajaraman	8939895619	Sridhar.rajaraman@mjunction.in
Mr. Kaviraj	9986445455	Kaviraj.p1@mjunction.in

Contacts for NLC executives

Name of the Executive	Telephone No.	Email Address	Address
Mr. Dhamodaran	9488998261	Dhamodaran.r@nlcindia.in	NLC India Limited, Barsingsar Project, District Bikaner, Rajasthan, 334402
Mr. Rajesh Kumar	9636902900	ahs.btp@nlcindia.in	

mjunction services limited (MJ) is only an e-Auction Service Provider for the seller, who has the ownership and physical possession of the material.

Any dispute regarding quantity, quality and delivery of the materials are to be represented to the Seller only and not to the service provider.

Material List for Disposal

Lot No.	Material Description	Available Quantity in MT	UOM	Yard Location	Period of Supply
1	Dry Fly Ash <i>“As is where is and No complaint Basis”</i>	35,000	Metric Ton	NLC India Limited, Barsingsar Thermal Power Plant, Rajasthan	3 months from the date of issue of Sale/Delivery Order

Minimum Bid Quantity: 100 Tons. Thereafter the bid to be placed in multiple of 25 tons.

Price Multiple: Floor Price of Rs. 165/-. Thereafter in multiples of Rs. 10/- till completion of e-auction.

Qualification Requirement

All bidders approved by NLC India Ltd and registered with mjunction services limited.

Pre-Bid EMD Deposit

All buyers registered with mjunction services limited shall deposit a **non-interest bearing EMD** only in favour of ‘mjunction services limited’ at the rate of Rs. 25/- PMT (***minimum 100 MT and multiples of 25 MT thereafter***). The bidder must deposit the EMD in the unique ‘VIRTUAL ACCOUNT’ only. The ‘Unique Virtual Account’ is available in the bidder’s ‘Profile’ section.

The bidder can Self-Attach with the auction only when sufficient EMD amount is credited to the bidder’s unique Virtual account and is freely available.

So, it is suggested to always deposit your Pre-Bid EMD well in advance to avoid unanticipated issues beyond control.

Bank Account Details for depositing Pre-Bid EMD:

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 alphanumeric 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/s 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.

Pre-Bid EMD of the successful bidders

The equivalent amount of EMD of successful bidder corresponding to successful bid quantity, shall be blocked and will be transferred to NLCIL by mjunction. It will be converted into Security Deposit and will be retained by NLCIL till the successful completion of the contract.

Refund of Pre-Bid EMD of the successful bidders

EMD of the unsuccessful bidders will be released to the respective free-pool account after the closure of e-Auction. It will be refunded to the bidder by mjunction on receipt of online refund application from the bidder after the closure of e-Auction. However, if no such request is received mjunction will retain the EMD for participation in e-Auction in future.

Security Deposit

There will be no additional charges as Security Deposit. However, EMD amount shall not be treated as an adjustment towards the Fly Ash value but would stand converted into a 'Security Deposit' for performance of the bidders towards completion of the said transaction.

Material Value Payment & Lifting Terms

The successful bidders of e-auction will be required to deposit total Fly Ash value with all prevailing applicable taxes to NLCIL, within a period of **7 (seven) NLCIL working days**, after the date of closing of e-Auction.

The Fly Ash value can be deposited by way of demand draft/pay order, drawn in favour of M/s. NLC India Limited, along with the debit advice issued by the bank, certifying that the DD/pay order has been issued, by debiting the account of the concerned Buyer.

Sale/Delivery orders shall be issued **within seven days by NLCIL** after encashment of buyer's financial instrument. The buyers shall also have the option of **e-Payment** through NEFT/RTGS. The Bank Details are furnished below:

Favouring - M/s. NLCIL Limited
Bank Name - State Bank of India
Branch Code-00958; IFSC Code-SBIN0000958
Account No- 30294454896 (BTPP)

The validity period to complete lifting of Fly Ash by road shall be **3 months from the date of issue of Sale/Delivery Order**. Extension of validity will be at the sole discretion of NLCIL based on merits.

Loading & Transportation

- ✚ Loading & transportation will be in the scope of the winning customer.
- ✚ Strictly adhering to the safety pre-cautions of the terms and conditions and the provisions of Environment Protection Act.
- ✚ Loading must be done as per the guideline given by NLICL and under the supervision of NLCIL.
- ✚ All the transportation of the materials to be arranged by the winning customer only.
- ✚ Mode of despatch will be by road only.

Online Audio-Visual Training for the bidders

Online Audio-Visual training is available on site. Buyers can avail those training through their bidder login after completion of registration.

About valuejunction

valuejunction a business unit of mjunction services limited.

valuejunction has been selected by NLCIL for conduct of online auctions for disposal of their Dry Fly Ash generated at their thermal power plants.

Registration

All our new customers are requested to get in touch with the following executives for completion of registration with us.

List of executives for registration

Sl. No.	Name of the Executive	Territory In-Charge	Contact No.	Email Address
1	Mr. A E Saravanan	Tamil Nadu	9330907323	Ae.saravanan@mjunction.in
2	Mr. Mitesh Giradakar	Chhattisgarh, Madhya Pradesh	7596040406	mitesh.giradkar@mjunction.in
3	Mr. Prabhat Singh	Delhi, Uttar Pradesh, Uttarakhand	7596059533	prabhat.singh@mjunction.in
4	Mr. Kamlesh Verma	Rajasthan, Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir	7605090375	verma.kamlesh@mjunction.in
5	Mr. Suvanil Mukherjee	Bihar & Jharkhand	9147018225	mukherjee.suvanil@mjunction.in
6	Mr. Satish Kumar	Odisha	9147074862	satish.kumar1@mjunction.in
7	Mr. Akash Chakraborty	West Bengal, Assam & other Northeast Region	7605090372	chakraborty.akash1@mjunction.in
8	Mr. Khizer Fakhir	Maharashtra, Gujarat & Goa	9147178852	fakhir.khizer@mjunction.in

Participation Terms

- ✚ Registration with mjunction services limited **and subject to approval by NLCIL.**
- ✚ Eligibility declaration by NLCIL. The customers need to be eligible as per the qualification requirement of NLCIL for participation in Fly Ash auction.
- ✚ Pre-Bid EMD submission to mjunction services limited
- ✚ Self-Attachment with the auction

It is the responsibility of the buyer to submit all the required documents to mjunction services limited for registration and the required documents regarding fly ash procurement from NLCIL. For all new customers, the log in credential will be issued to only on completion of registration.

Penalty Terms

Forfeiture of EMD paid to NLCIL if a buyer fails to fulfil his contractual obligation.

Conditions mentioned in Terms & Conditions will also apply.

If a successful bidder fails to lift the goods as per the payment & lifting schedule from the date of issue of sale confirmation, NLCIL may at its discretion allocate the remaining quantity to any other bidder.

Besides, NLCIL reserves the sole right and discretion of disposing off such goods to any other bidder and the penal action as per the scope may be taken against the defaulting customer.

Debar Clause

In case of any default by the customer in payment or lifting or in any terms & condition of the auction, the customer may be debarred from participating in future auctions as per the discretion of NLCIL and mjunction services limited.

Extension in Payment & Material Collection

Extension in Payment & Lifting Time: An extension may be allowed at the discretion of the concerned authorities of the client under extra-ordinary conditions. The Winning customers wanting to avail the same will have to take prior approval from the concerned authorities of NLCIL. **However, this shall purely be at the discretion of NLCIL.**

Few Terms to Note

Customers must be extremely careful to avoid any wrong bidding (whether typographical or otherwise). They must check and rectify their bid (if required) before submitting their bid in the live e-auction floor by clicking bid submission button.

The customers shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bid submitted by him) customers must always ensure to keep their e-mail address valid and alive. It is the responsibility of the customer to verify the status of their bids and check their e-mails to be intimated for all further proceedings in terms of these presents.

Each lot put up for auction shall be deemed to be a separate contract of sale.

Arbitration Clause: Dispute or differences arising out or relating to this Agreement shall be resolved through amicable mutual discussion. Failing such amicable resolution of dispute / differences either of the party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Managing Director of mjunction services limited (for issues relating to mjunction) or by “NLCIL” (for issues pertaining to NLCIL). The award of the Arbitrator shall be final, binding and conclusive on the parties hereto. The venue for arbitration shall be Chennai, Tamil Nadu. The Arbitration proceedings will be governed and regulated by the provisions of Indian Arbitration and Conciliation Act, 1996 and the rules framed there under from time to time.

Governing Law: This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

Jurisdiction: The Court at Tamil Nadu shall have exclusive jurisdiction on any of the terms touching upon any subject matter of this agreement.

GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE AUCTIONS ON THE “SERVICE PROVIDER” PLATFORM

INTRODUCTION:

This Online Auction is being conducted for

NLCIL having its registered office at “Barsingsar House, 135, Periyar E.V.R. Periyar Road, Chennai 600010 ” (Hereinafter referred to as the “Client”) on the Auction Platform of

MJUNCTION SERVICES LTD, a company incorporated and registered in India and having its registered office at Godrej Waterside, 3rd Floor, Tower 1, Plot V Block DP, Sector V, Salt Lake, Kolkata - 700091, WB, India (hereinafter referred as “Service Provider”).

The General Rules and Regulations provided herein govern the conduct of online Auctions arranged by “Service Provider” on its Auction Platform. These rules cover the roles and responsibilities of the Parties in the online Auctions on the Auction Platform. The acceptance, in-toto, to these General Rules and Regulations governing conduct of Online Auctions, and Terms and Conditions for sale of Materials belonging to NLCIL by Online Auction is a pre-requisite for securing participation of each Customer in the Online Auctions.

The key terms pertaining to the online Auctions are provided in the “Annexure-D”. Prospective customers are advised to read through the same.

ROLE OF “SERVICE- PROVIDER”

- ✚ “Service Provider’ is the agency (operator) primarily providing the service of the auction to the “Client”.
- ✚ Finalization of the auction items in consultation with the Client.
- ✚ Defining of bidding rules for each auction in consultation with the client.
- ✚ Enhancing customer awareness of and comfort with the auction mechanism and bidding rules.
- ✚ Input of the Auction items and defining the bidding rule in the auction engine.
- ✚ Enlarging the customer base by introducing new customers.
- ✚ Collection of Earnest Money Deposit (EMD), Letter of Interest etc. from the willing customers (if any as per the auction terms & conditions)
- ✚ Providing access to the approved customers to participate in the Auction.
- ✚ Summarizing the Auction proceedings and communicate the outcome to the Client.

The responsibility of fulfilment of the contract rests between the customers and the client and the responsibility of the “Service Provider” shall be restricted to the extent of the Services provided by them.

ROLE OF CUSTOMER

The role of the Customer is outlined below:

- ✚ The Customer would participate in the auction with the aim of bidding to secure the auctioned item in the Online Auction.
- ✚ The Customer would be provided access to the Online Auction through a “User ID” protected by a “Password”. The Customer needs to ensure that the “User ID” and “Password” is not revealed to unauthorized persons. Customers are also requested to change the Password allocated to them by the “Service Provider” to keep their confidentiality. However, it would be Customer’s sole responsibility to ensure the security and privacy of the same and he/they would not hold the “Client” / “Service Provider” responsible in any manner whatsoever for any misuse of these user IDs and/or Password. The access to the auction mechanism shall be provided to all the approved Customers subsequent to obtaining their written consent to the General Rules & Regulations and

the Letter of Interest. The payment of Pre-Bid Deposit as decided by the Service Provider before the start of the Online Auction will be one of the necessary conditions for participating in the auction.

- ✚ Customers hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All prices entered shall be legally binding on the Customers. Customers are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during online bidding shall render the Customers liable for penal action as deemed fit by “Client” / “Service Provider”.
- ✚ In the event of winning an allotment in the auction mechanism, the Customer shall commit to fulfil outlined obligations under the contract between Winning Customer and Client.

The Customers shall bid on the terms & place their bid in the auction engine in the manner specified herein. The Customers shall not stipulate any conditions on their own unless the terms herein expressly permit such conditions being stipulated by the Customer. Bids entered with conditions attached shall be considered Conditional bids & “Service Provider” retains the right of rejecting these bids even without intimating the Client.

BIDDING RULES

The Bidding Rules refer to the information and terms defined specifically for a particular auction. The purpose of the Bidding rules is to provide approved customers with the information and terms specific to the auction in which they are bidding. This would include:

- ✚ Definition of the unit bidding.
- ✚ Start Time and duration of the auction.
- ✚ Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration.
- ✚ Start Bid Price.
- ✚ Specified Unit for Bidding.
- ✚ Price Increments and any reduction in the price increment in the auction in the event of inactivity.
- ✚ Other attributes (informational/non-negotiable in nature).

While it shall be the endeavour of “Service Provider” to specify these rules at the earliest for each Online Auction. The “Service Provider” only in the case of unforeseen contingency beyond its control shall retain the right to delay the announcement of these biddings rules or modify rules

specified earlier at the time of the online bidding in prior written consent of the Client. These details would be available to the customers on the Auction Engine at the time of bidding.

The participation in the auction process presumes complete awareness and understanding of the bidding rules.

CONDUCT OF THE AUCTION:

Only those Customers who have been approved by the “Client” will be given access to enable them view and participate in Online Auction. ‘NLCIL’ will have the sole discretion to approve the Customers who have submitted bids and no requests will be entertained in this regard by Service Provider from the Customers.

The Online Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Online Auction such as “START TIME”, “DURATION”, “END TIME” AND “AUTO EXTENSION FACILITY” Shall be specified separately for each Auction.

“Service Provider” retains the right to cancel or reschedule the Online Auction, with the prior written approval of the Client.

The duration of Online Auction may also vary from the pre-specified period of time on account of termination of the Online Auction by “Service Provider” on the advice of the Client.

OR

In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or the integrity of the auction process.

OR due to Auto Extension during the Auction, duration may increase from specified period.

In the event of any problems being faced in the smooth conduct of the Online Auction, “Service Provider” with the approval of the Competent Authority of the Client, shall have the right to undertake one or more of the following steps:

- ✚ Cancellation/ premature termination of the Online Auction with/ without a subsequent rerun of the auction on a mutually decided date.
- ✚ Cancellation of a bid
- ✚ Locking / deactivate a customer’s account (suspension of operations in the account), etc.

In case of failure of internet connection, Customer will communicate his best price to the “Service Provider” and “Service Provider” will bid on behalf of the Customer with the minimum increment until the bid price reaches the best price offered by the Customer, by proxy bidding mechanism.

The best price communicated by the Customer will have to be authenticated by written confirmation or fax to the “Service Provider” and will be kept confidential between the “Service Provider” and the Customer. Customer will be bound by the price offered.

LIABILITY OF “SERVICE PROVIDER”

“Service Provider” shall not be liable to the Client/ Customers participating in the Online Auction or any other person(s) for:

- ✚ Any breach of contract between winning Customer and Client.
- ✚ Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

While, reasonable care and diligence will be taken by “Service Provider” in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/ customers in accessing the Auction Engine and placing bids, etc. the customers shall specifically indemnify “Service Provider” from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are undertaken by “Service Provider” to assist the Customers in participation but the ultimate responsibility on all these counts lies totally with the customers.

RIGHT OF THE CLIENT:

The Client reserves the right to partially or totally accept or reject any / all bids placed in the Online Auction without assigning any reason whatsoever. The decision of the Client would be final and binding on the Service Provider and the Customer in any such case. In case the Online Auction is cancelled by Client, then Service Provider shall undertake the re-auction at its own cost, as directed by the Client.

CONFIDENTIALITY CLAUSE:

“Service Provider” undertakes to handle any sensitive information provided by the Client or confirmed Customers for the auctions conducted with utmost trust and confidentiality.

JURISDICTION

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Court of Law having jurisdictions over the Plant from where the Materials are being sold.

Annexure - D

Definition of Key Terms

Auction

Auction refers to a forum where the requirement for one/more lots of an item is stated and the participants (customers) are required to bid down the price to be selected to supply the requirement.

Online Auctions

Online auctions refer to those auctions conducted through the Internet with the customers (from one or more locations) simultaneously bidding to be selected for supplying the item/s on Auction. In other words, the venue for the auction is on an Internet website/ platform.

Services refer to the Online Auctions conducted by the Service Provider through its website as the venue for the purpose of the Online Auction and also includes the responsibilities narrated under the head "ROLE OF SERVICE PROVIDER" above.

Auction Type

Forward Auction Only – Price-Quantity-Time Logic

Bid Value

Bidders are to quote rate and quantity for the entire duration of the contract.

Quantity Capping

A bidder is allowed to bid for minimum 100 MT and maximum for the auction quantity, subject to the eligibility and availability of Pre-Bid EMD. Quantity capping restrictions as prescribed by NLCIL will prevail on the bidders.

Start Bid Price

Minimum bid price to start bidding.

Minimum Bid Price Increment

Minimum value by which a price bid must be increased.

Minimum Bid Price Quantity Increment

Minimum quantity by which a quantity bid must be increased.

Minimum run time

Minimum time that auction shall be open for bidding.

Time Left

Time remaining for scheduled closure of bidding.

Auto extension

Bids received within a certain duration of closing time will increase the time left to a certain extent from the last bid time.

Lead Price

Prevailing highest price in the auction

My Last Bid

Last quoted rate by the bidder

Bid Status

Bids are either accepted or rejected. The rejection reasons are displayed on the screen

Quantity Allocation

Displays quantity allocation to the respective bidders during auction run-time. This field is dynamic and changes from time to time during the auction run-time basis the valid bids received in the system and the available free quantity.

Award at the Auction

In a single winner format, only one customer (normally the customer who quotes the highest price) is awarded all the units of the item being auctioned or for the quantity placed by the bidder subject to availability of EMD. The customer quoting the highest price is normally allotted the item.

Client

Client is the individual/business entity who has contracted "Service Provider" to conduct such auction. In case of auction, the purpose would be the genuine intent to sell the selected item/s (Lot) to the customers desiring to buy these items from the Client.

Customer

Customer is the individual/business entity participating in the auction, Intending to buy the item(s) from the Client. To become a customer in the auction, a business entity has to secure client approval for participation.

Auction Engine

Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. "Service Provider" is the sole owner of the auction engine and retains exclusive right over the utilization of the same.

Timings of the Online Bid

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavor of "Service Provider" to ensure that the Server Time reflects as closely as possible to the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (Launch, operation, and closure) would be guided by the Server Time. Customers are advised to refresh both the windows of the Auction Module check the exact Server Time (displayed in both the windows).

Preview Time

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionality and screens of the auction mechanism. It is not mandatory for "Service Provider" to provide Preview Time.

Start Time

Start time refers to the time of commencement of the conduct of the online auction. It signals the commencement of the Price Discovery process through competitive bidding.

Duration of the Auction

It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing customers. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be curtailed/extended. The conditions include:

- ✚ Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time)
- ✚ Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other customers to view and react to the bid.

Auto Extension of the Auction Timings

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally X minutes. "Service Provider" however retains the right to change the same. The Inactivity Time applicable for the

particular Online Bid shall be visible to the customers under the Bidding Rules module on the engine.

Auto Extension of Bid

In the event of bids in the last 5 minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid so that at least 5 minutes are there to each bidders to react & put their bid. However, mjunction retains the right to change the same.

End of the Auction

End of the Auction refers to the termination of the auction proceedings signalling an end to the price discovery process.

Auction Report

"Service Provider" would provide an Auction Report to the Client containing a summary of the auction proceedings and outcome. The Auction Report would constitute the official communication from "Service Provider" to the client about the outcome of the Auction.

Esteemed Bidders - Please Note: -

- ✚ It is understood by the Buyer that while identifying the offered materials, counting, loading and delivery throughout, representatives from Security and Factory will be monitoring the entire activity to ensure that items loaded onto the Buyer's vehicle are strictly as per the above items in their specific category.
- ✚ The Buyer, prior to giving quotation to the Seller, has already seen, inspected and is satisfied about the condition in which the offered materials is lying in the Seller's premises and Seller will not entertain any return or rejection of the delivered offered materials.
- ✚ The Buyer hereby agrees to clear the offered materials on seller's requirement basis from the premises of the Seller as required.
- ✚ The Buyer hereby agrees to adhere to all the Guidelines issued by the concerned authority from time to time during the course of their activities within the Seller's premises.

- ✚ The Buyer is allowed to enter only in the permitted areas and will arrange his own vehicle, labours, machines, and other equipment as required to remove the offered materials from the Seller's premises.
- ✚ All interested bidders are requested to inspect the items before the auction. It will be assumed that customers participating in the auction have inspected all the materials prior to the auction to the extent of their satisfaction.
- ✚ No complaints regarding the difference in material quality or quantity will be entertained once the auction is started.
- ✚ Materials sold would be under "as is where is" basis. Any Picking, sorting, cutting, cleaning or breaking up of offered materials will not be permitted.
- ✚ Successful Bidder must make his own arrangements for shifting, loading, unloading & transportation of items at their own cost.
- ✚ The loading and weighing of the goods at the designated weighing machine have to be executed in the presence of NLCIL authorized representatives.
- ✚ The authorized personnel of the successful bidder visiting the warehouse for lifting the goods should necessarily carry a valid authorization letter and the proper photo identity as per the requirement of NLCIL.
- ✚ NLCIL will arrange to issue a Tax invoice for the transaction without which the goods shall not be removed from the NLCIL warehouse.
- ✚ The customer must submit the copies of necessary documents as required by NLCIL.
- ✚ Material Quantity is tentative & actual quantity may vary at the time of Lifting.
- ✚ Applicable Taxes & Duties: The bids are to be placed in basic and exclusive of any taxes and duties and any other charges. The winning Customer shall be liable to pay all taxes as would be applicable on the date of dispatch of the material and NLCIL would not be liable for taxes in any manner. In case of any changes in the taxation laws by the Government, the taxes and duties prevailing on date of dispatch will be applicable.
- ✚ In case of any default in payment & lifting, a penal auction may be taken against the customer as per the scope.

- ✚ Please note that all the photographs, if any, used in the catalogue are indicatives only. All the interested customers are advised to inspect the physical condition of the materials on site and participate in the auction according to their understanding of the materials through inspection. No complaints regarding the quality, quantity or any other issues regarding the materials will be entertained.
- ✚ All the customers are requested to peruse the participation terms, payment terms, lifting terms and other terms and conditions mentioned in this catalogue before participating. It is assumed that all the customers are aware of the terms and conditions as set out in these presents before placing a bid in the auction. We thank you in advance for your kind cooperation and participation.

Note on Auction Process

Auction Methodology: Yankee Auction:

- ✚ Auction will be conducted with 'Yankee' auction methodology. In this method, the customer needs to quote the required quantity and the rate per unit in the online auction.
- ✚ There will be a start price and the same will be shown on the bid screen. No bid will be accepted below the start price.
- ✚ The bidders will be able to see their own placed bid rate and quantity.
- ✚ Quantity allocation will be displayed on screen to the respective bidders during auction run-time. This field is dynamic and changes from time to time during the auction run-time basis the valid bids received in the system and the available free quantity.
- ✚ The scheduled remaining time is shown in the bidding screen. This screen auto-refreshes every 15 seconds.
- ✚ In case a bid comes within 5 minutes of scheduled closing time, the remaining closing time will be reset to 5 minutes.
- ✚ Auction will close only when no further bids from any participating bidders are placed within the scheduled closing time.

Quantity Allocation & De-allocation:

Following criteria would be adopted in deciding the successful bidders:

- ✚ Precedence will be accorded to the highest bid price in the descending order (H1, H2, H3 and so on) as long as the offered quantity is available for allocation.
- ✚ If two or more buyers bid the same highest price, precedence for allotment will be accorded to the buyer who has placed the bid for the higher quantity.

- ✚ In case two or more buyers bid the same price and the same quantity, precedence will be given to the buyer who has accorded his bid first with reference to time.
- ✚ Accordingly, once all the available quantity is booked and further bids are received, deallocation would be done from the bidder who have been accorded least precedence at the time of allocation and so on.

Illustration on Auction Process

Parameters:

- ✚ Total offered quantity: 10000 Tons (Ten thousand tons)
- ✚ Minimum Bid Quantity: 100 Tons
- ✚ Start Bid Price: ₹ 100 per Ton.

1st Bid: Bidder-1 submits 1st bid for 4000 tons @ ₹ 100 per ton at 10:30 AM.

Scenario after 1st bid: Total demand is less than total offered quantity.

Quantity allocation status after 1 st Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	4000	4000	4000	Total demanded quantity allocated as the quantity is freely available

2nd Bid: Bidder-2 submits a bid for 3000 tons @ ₹ 100 per ton at 10:31 AM

Scenario after 2nd bid: Total demand is less than total offered quantity.

Quantity allocation status after 2 nd Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	4000	4000	7000	Total demanded quantity allocated as the quantity is freely available
B-2	10:31:00 AM	₹ 100	3000	3000		

3rd Bid: Bidder-3 submits a bid for 3000 tons @ ₹ 100 per ton at 10:32 AM

Scenario after 3rd bid: Total demand is equal to the total offered quantity.

Quantity allocation status after 3 rd Bid						
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Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	4000	4000	10000	Total demanded quantity allocated as the quantity is freely available
B-2	10:31:00 AM	₹ 100	3000	3000		
B-3	10:32:00 AM	₹ 100	3000	3000		

4th Bid: Bidder-4 submits a bid for 2000 tons @ ₹ 110 per ton at 10:33 AM

Scenario after 4th bid: Total demand is more than the total offered quantity.

Quantity allocation status after 4 th Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks
B-1	10:30:00 AM	₹ 100	4000	4000	10000	B-4 has been allocated the asked quantity as the bid price is higher than the other bidders.
B-2	10:31:00 AM	₹ 100	3000	3000		
B-3	10:32:00 AM	₹ 100	3000	1000		There is a tie in bid price among B-1, B-2 & B-3 and tie in quantity among B-2 & B-3. Hence, the time of bid will be considered for allocation and deallocation. Here B-2 has submitted bids earlier than B-3. Hence, B-2's allocation remains same and B-3's quantity has been de-allocated as per the allocation logic.
B-4	10:33:00 AM	₹ 110	2000	2000		

5th Bid: Bidder-5 submits a bid for 3000 tons @ ₹ 110 per ton at 10:34 AM

Scenario after 5th bid: Total demand is more than the total offered quantity.

Quantity allocation status after 5 th Bid						
Bidder	Bid Time	Bid Rate (In INR/Ton)	Bid Quantity (In Tons)	Allocation (In Tons)	Total Qty. Allocated (In Tons)	Remarks

B-1	10:30:00 AM	₹ 100	4000	4000	10000	<p>B-4 & B-5 have been allocated the asked quantity as their prices are higher than the other bidders.</p> <p>There is a tie in bid price and quantity among B-2 & B-3. Hence, the time of bid will be considered for allocation and deallocation.</p> <p>Here, B-2 has submitted bids earlier than B-3. Hence, B-3's quantity has been deallocated first to fulfil B-5's demand. Still B-5's demand is not completely allocated; hence, remaining quantity has been deallocated from B-2's allocation as B-2's bid time is later than B-1's bid time.</p> <p>B-1 has got the asked quantity as the bid quantity is higher and bid time is earlier than B-2 & B-3</p>
B-2	10:31:00 AM	₹ 100	3000	1000		
B-3	10:32:00 AM	₹ 100	3000	0		
B-4	10:33:00 AM	₹ 110	2000	2000		
B-5	10:34:00 AM	₹ 110	3000	3000		

Special Terms and Conditions

TERMS & CONDITIONS OF E-AUCTION SCHEME FOR SALE OF FLY ASH- BTPP

THE E-AUCTION SALE IS GOVERNED BY THE GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND SPECIAL TERMS & CONDITIONS (STC) OF THE E-AUCTION. IN CASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF STC WILL SUPERCEDE OTHERS IN THE PARTICULAR E-AUCTION.

THE TERMS & CONDITIONS INCLUDING THE LIST OF MATERIALS APPEARING ON THE DATE OF E-AUCTION IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS. THE SAME MAY PLEASE BE DOWNLOADED FOR ANY FURTHER REFERENCE.

NLCIL INDIA LIMITED Barsingsar, the Owner/Seller, will be hereinafter referred to as PRINCIPAL/NLCIL and MJUNCTION SERVICES Ltd., the Selling Agent of the PRINCIPAL, will be hereinafter referred to as MJUNCTION SERVICES. Wherever the word, buyer, purchaser, successful bidders are indicated, it will be referred to as successful bidder.

The General Terms & Conditions (GTC) displayed on the e-Auction Website of MJUNCTION SERVICES shall be construed to be an integral part of the offer and the Bidder may like to download the same for their record. However, in case of any conflict between the STC and GTC, the STC shall prevail.

(1) **Eligibility:**

Any Indian **Actual Users**, viz. individual, partnership firm, companies etc. can participate in e-Auction for procurement of Fly Ash (In Silos) on **as-is-where-is-basis and no complaint basis**. M/s. MJUNCTION SERVICES/NLCIL reserves the right to alter/withdraw this Clause at any stage in this e-Auction sale, without assigning any reason thereof.

(2) **Registration:**

2.1 Before participation in the e-Auction, a prospective Buyer shall be required to get itself/ himself registered with MJUNCTION SERVICES appointed by NLCIL for conducting e-Auctions. Registration is to be done online by visiting the Website of MJUNCTION SERVICES Limited viz., www.mjunction.in. Thereafter, bidders will be required to submit documents such as copy of Income Tax return (latest), PAN

Number, GST Registration Certificate, SSI Registration, Trade License, if applicable, Passport size photograph, registration fees etc. or at any of the front offices of MJUNCTION SERVICES.

- 2.2 During registration, all-prospective Buyers will generate their own Unique User ID & a password with which they can log in.
- 2.3 MJUNCTION SERVICES shall issue Photo Identity Card to their registered bidders duly authenticating the identity & signature, indicating a Unique Registration Number allotted to them.
- 2.4 Only one registration will be done against one PAN. However, based on more than one independent valid GST registration, more than one registration against a PAN can be considered. In such cases, the details of valid GST Registration will be indicated in each Photo Identity Card.

2.5 **EMD PAYMENT:**

All Buyers having been registered with MJUNCTION SERVICES Limited shall also have to furnish non-interest bearing Earnest Money Deposit (EMD), by way of DD, favouring M/s. MJUNCTION SERVICES Limited, at the rate of Rs.25/- per tonne, for their monthly assessed quantity (Capacity/ Production) (Minimum 100 Tonnes & multiple of 25 Tonnes thereafter). The EMD to be submitted before the start of e-Auction.

This EMD shall be available with MJUNCTION SERVICES for participation in the e-Auction of Fly Ash from NLCILs Barsingsar Thermal Power Plant, Barsingsar only, as long as the required amount of EMD is available in the bidders account with MJUNCTION SERVICES.

The EMD AMOUNT HAS TO BE PAID THROUGH THE E-PAYMENT LINK PROVIDED AT THE BUYER'S HOMEPAGE (AFTER LOGGING IN) in MJUNCTION SERVICES e- COMMERCE SITE. After making the e-payment the transaction details have to be intimated to MJUNCTION SERVICES for verification and subsequent activation to participate in the e-auction.

(3) **Notification**

- 3.1 NLCIL, Barsingsar would draw program for conducting e-Auctions for the actual buyers and notify the same, minimum 7(seven) days in advance. The program will be intimated to MJUNCTION SERVICES

accordingly for hoisting the same on its websites also.

- 3.2 The e-Auction will be for dispatches by road mode only. The minimum quantity for bidding would be 100 Tonnes (One Hundred Tonnes only).
- 3.3 Bidders/Customers will be permitted to inspect the Fly Ash in the Silo at the site during the working Hours between 9.00 AM to 5.00 PM. For inspection of the Fly Ash at the silo area/site interested customers may contact GENERAL MANAGER/Barsingsar Thermal Power Plant, NLCIL, Barsingsar (or) DEPUTY GENERAL MANAGER/AHS, Barsingsar Thermal Power Plant, NLCIL, Barsingsar.
- 3.4 THE BIDDERS / CUSTOMERS SHALL CARRY THE PHOTO IDENTIFICATION CARD ISSUED BY MJUNCTION SERVICES, WITHOUT WHICH INSPECTION WILL NOT BE PERMITTED. IN CASE THE BIDDERS / CUSTOMERS SEND THEIR AUTHORISED REPRESENTATIVE FOR INSPECTION, THEY WILL BE PERMITTED SUBJECT TO THEIR PRODUCING THE AUTHORISATION LETTER AND PHOTO IDENTIFICATION CARD (ISSUED BY MJUNCTION SERVICES).

(4) **Bidding Process**

- 4.1 The registered Bidders shall be required to record their acceptance after login, of the Terms & Conditions of the e-Auction before participation in the actual Bidding Process.
- 4.2 Before participating in e-Auction, bidders are to satisfy themselves with the site conditions of silos in which Fly Ash offered for sale is available.
- 4.3 Since Fly Ash is a burnt product of lignite, M/s. MJUNCTION SERVICES or NLCIL Ltd., do not give any assurance or guarantee that the materials will adhere to any specification.
- 4.4 Prospective Bidders are entitled to Bid for the quantity to the extent of amount of EMD available with M/s. MJUNCTION SERVICES in the bidder's account at the time of bidding.
- 4.5 The Buyers while bidding shall quote their Bid Price per tonne in Indian Rupee as base Fly Ash price on FOR NLCIL Barsingsar Thermal Power Plant, NLCIL, Barsingsar, exclusive of other charges

like GST and any other charges as will be applicable at the time of delivery. At the time of lifting/delivery of the material, if there is any levy of local Sales Tax, Surcharge/Excise Duty, and implications of any other statutory levy, the same will be charged extra to the buyers/bidders/purchaser's account.

- 4.6 The bidder has to bid for a price equal to or above the Starting price to secure consideration in the concerned e-Auction.
- 4.7 The date, time and period of e-Auction as notified in advance including closing time on portal of M/s. MJUNCTION SERVICES shall be adhered to but for the event of force majeure. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 5 minutes, so that opportunity is given to other Bidders for making an improved Bid.
- 4.8 **The bidder shall offer their Bid Price (Per Tonne) in the increment of Rs.10/- (Rupees ten) and in multiples of Rs.10/=(Ten only) during the normal e-Auction period and also during the extended period. The minimum quantity increment should be 25 Tonnes or multiples of 25 Tonnes.**
- 4.9 While maintaining the secrecy of Bidder's identity, the web site shall register and display on screen the successful Bid price at that point of time. The system will not allow a Bidder to Bid in excess of his entitled quantity as per his EMD. However, once a Bidder is out-bid by another (in part or full) the particular Bidder shall become eligible for making an improved Bid.
- 4.10 **Following criteria would be adopted in deciding the successful bidders:-**
- (a) Preference will be accorded to the highest bid price in the descending order (H1, H2, H3 and so on) as long as the offered quantity is available for allocation.
 - (b) If two or more buyers bid the same highest price, preference for allotment will be accorded to the buyer who has placed the bid for the higher quantity.
 - (c) In case, two or more buyers bid the same price and the same quantity, preference will be given to the buyer who has accorded his bid first with reference to time.

(5) **Post e-Auction process**

- 5.1 Each successful bidder will be intimated through e-mail by MJUNCTION SERVICES on the same date after the closure of e-Auction. However, it will be the responsibility of the bidder to personally see and download the result displayed on website, on the same date after close of e-Auction.
- 5.2 The successful bidders after the e-Auction, will be required to deposit total Fly Ash value with applicable taxes to NLCIL, within a period of **7 (seven) NLCIL working days**, after the date of closing of e-Auction.
- 5.3 Equivalent amount of EMD of successful bidder corresponding to successful bid quantity, shall be blocked and will be transferred to NLCIL by MJUNCTION SERVICES along-with the bid sheet in respect of successful bidders.

(6) **Terms of payment:**

- 6.1 The Fly Ash total value including taxes to be deposited in advance by the successful bidders shall be computed and deposited without consideration of EMD amount for the successful bid quantity already transferred by MJUNCTION SERVICES to NLCIL. In other words, the total Fly Ash value to be deposited shall be equivalent to the 100 % Fly Ash value.
- 6.2 EMD amount shall not be treated as an adjustment towards the Fly Ash value, but would stand converted into a 'Security Deposit' for performance of the bidders towards completion of the said transaction.
- 6.3 **The above security deposit (as converted from the EMD amount) would be kept till the end of the delivery period. However, in the event of default in performance by the bidder, the provision of forfeiture of the 'Security Deposit' (as converted from the EMD) as stipulated, would be applicable.**
- 6.4 In case of damages occurred to NLCIL's properties, like roads, culverts, silos, buildings, etc. while lifting fly ash, the estimated cost towards the repair/rectification shall be recovered from the Security Deposit already available. **The Security Deposit will be refunded after**

completion of the delivery in all aspects and after deducting for the loss/damages caused to NLCIL.

- 6.5 Once the Fly Ash value is deposited by way of demand draft/pay order, drawn in favour of M/s. NLCIL India Limited, payable at Barsingsar, Bikaner along with the debit advice issued by the bank, certifying that the DD/pay order has been issued, by debiting the account of the concerned Buyer. Sale/Delivery orders shall be issued within seven days by NLCIL after encashment of buyer's financial instrument. The buyers shall also have the option of e- Payment through NEFT/RTGS.

The Bank Details are:

Favouring - M/s. NLCIL Limited

Bank Name - State Bank of India

Branch Code-00958

Account No - 30294454896 (Barsingsar Project)

IFSC Code-SBIN0000958

(7) **Procedure of Fly Ash Delivery**

- 7.1 NLCIL shall issue Sale / Delivery Orders to the successful bidders in terms of Clause 6.5 after realization of payment. The Buyer has to submit the option before the issue of the Sale/ Delivery Order for movement of the Fly Ash within State or Outside State and the Sale / Delivery Order would indicate the same accordingly. However, the **delivery challan/Invoice** issued by NLCIL shall indicate the destination.
- 7.2 **The validity period** to complete lifting of Fly Ash by road shall be 3 months from the date of issue of Sale/Delivery Order. Extension of validity will be at the sole discretion of NLCIL based on merits. Fly Ash sold, but not removed within the above specified period will become the property of NLCIL and it has the right to sell the un-lifted quantity in any manner as NLCIL may deem fit without any notice.
- The successful bidders shall ensure that they are lifting pro rata quantity of fly ash on daily basis (Pro rata quantity = (Awarded quantity / Validity period)).

- 7.3 It is the responsibility of the Purchaser/Buyer/Bidder to take delivery of the Fly Ash from the storing area, strictly adhering to the safety pre-cautions and the provisions of Environment Protection Act. The loading of the Fly Ash and transportation to the bidder's premises shall be the responsibility of the buyer only and they shall not give any room for complaint of pollution, whatsoever. The buyer has to accept the fly ash issued through silos of Barsingsar Thermal Power Plant, NLCIL, Barsingsar invariable to any quality, i.e. as is where is basis and no compliant basis.
- 7.4 In case of emergency, NLCIL reserves its right to ask any or all the successful Purchaser/Bidder/Buyer to remove/to take delivery of any quantity of fly ash within the sale order quantity immediately so as to run the plant without affecting the generation of power.
- 7.5 The Fly Ash after confirmation of sale, left at NLC India Limited, will remain at the sole risk and responsibility of the purchaser/bidder/buyer. MJUNCTION SERVICES/NLC India Limited will not undertake any liability, whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the fly ash from the silos is subject to mechanical operation. No complaint will be entertained regarding the quality of the materials sold, once the bid is accepted.

(8) **Refund of EMD for Unsuccessful bidders:**

In case of unsuccessful bidders, EMD shall be refunded by MJUNCTION SERVICES after the e-Auction is over, on the bidder's request. However, if no such request is received MJUNCTION SERVICES will retain the EMD for participation in e-Auction in future.

(9) **Forfeiture of EMD:**

The EMD submitted by the successful Bidders will be liable for forfeiture in the following cases:

- 9.1 If after completion of e-Auction, the successful bidder fails to make payment for the Fly Ash value including all other charges within the stipulated time, the proportionate EMD equivalent to the failed

quantity shall be forfeited subject to the provisions at Clause 6.0 and/or,

- 9.2 If the successful bidders does not lift the booked quantity within the stipulated validity period, the proportionate Security Deposit @ Rs.25/- per Tonne (as converted from the EMD amount) for the un-lifted quantity would be forfeited. **Such forfeiture shall be made, only if the balance Un-lifted Quantity is equal to or more than 20 tonnes is applicable. Such forfeiture, however, would not take place, if NLCIL has failed to offer full or part of the successful bid quantity within the validity period. In such cases again, no forfeiture would take place, if the balance quantity is less than 20 tonnes.**
- 9.3 If the Buyer cancels the order after booking, the quoted bid amount with taxes per tonne for the booked quantity shall be forfeited for the order cancelled.

(10) **Refund of Fly Ash value:**

The balance Fly Ash value of the un-lifted quantity after the expiry of the validity period for supply of Fly Ash and completion of required commercial formalities shall be refunded subject to forfeiture of EMD/Security Deposit, if required, in terms of the forfeiture clause as above.

(11) **TAXES AND DUTIES:**

- 11.1 GST as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this e-Auction shall be borne by the successful bidders/purchaser/ buyer.
- 11.2 At the time of lifting/delivery of the material, if there is any **introduction or variation** in regard to the rate of GST or any other statutory levy, then the same will be brought to the notice of the buyer/bidder/purchaser and will be charged extra to the buyers/bidder/purchaser account.
- 11.3 The Bidders should give their bids exclusive of GST and any other levies. Such Statutory Charges, Duties, Taxes and any other levies as applicable will have to be paid over and above the quoted rate.

(12) **General Terms & Conditions:**

12.1 The Fly Ash procured under e-Auction is for use within the country and not for Export and should be utilized only for the bonafide captive use.

12.2 All terms and conditions of Scheme are subject to force majeure conditions as applicable.

12.3 Bidders must always ensure to keep their email address valid. In any case Buyers cannot be absolved from fulfilling the responsibility of compliance of any of the terms and conditions herein including payment terms due to non-receipt of emails from MJUNCTION SERVICES.

12.4 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 into the live-Auction floor by clicking the Bid button.

12.5 There is no provision for bidding in decimals. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by them (including any wrongful bidding by them) and no complaint/representation will be entertained by MJUNCTION SERVICES Limited/ NLCIL in this regard.

12.6 The decision of the Competent Authority of NLCIL in matters related to this e-Auction shall be final and binding on the bidders / Buyers.

12.7 Quantity mentioned in notice is only indicative and may undergo a change depending on factors like actual production of Fly Ash, etc.

12.8 Notwithstanding anything contained in the auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale of the Fly Ash is from the silos of Barsingsar Thermal Power Plant, NLCIL, Barsingsar only. MJUNCTION SERVICES/ NLC India Limited do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list or specification. The purchaser/bidder/buyer shall have to satisfy himself on inspection of the fly ash available at silos and

make their offer accordingly. No plea of misunderstanding or ignorance of conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of CAVEAT EMPTOR (let the buyer be aware) will apply.

- 12.9 There will not be any joint/ third party sampling facility extended to any buyer. Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of Fly Ash shall not be acceptable.
- 12.10 NLCIL / MJUNCTION SERVICES reserves the right to cancel the sale of Fly Ash under this e-Auction from any source / location in part or whole at any stage at its sole discretion without assigning any reason thereof and no party shall have any right whatsoever to raise any claim in that regard on that count.
- 12.11 NLCIL/MJUNCTION SERVICES reserves their rights to amend/modify and revise the terms and conditions contained herein in full or in part at any point of time and no party shall have any right, whatsoever to raise any claim in that regard on that count.
- 12.12 Sale under each e-Auction shall be an individual, independent, unique and complete transaction.
- 12.13 NLCIL/MJUNCTION SERVICES will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labours, 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 buyer/bidder/ purchaser shall not be entitled to cancel the contract.

12.14 **CONDUCT DURING DELIVERY:**

Buyer/bidder/purchaser shall solely be responsible for movement and proper behaviour of their deputies, agents, and labourers within NLCIL's premises. If any damage caused to NLCIL's property, the buyer is responsible to make good such damage to the satisfaction of NLCIL, and the decision of NLCIL, in this regard shall be final and binding. **Reselling of fly ash will not be allowed in**

NLCIL premises.

12.15 **STATUTORY AND SAFETY CONDITIONS:**

Before commencement of delivery operations, the buyer shall take group insurance for the workers under his control, which will not only cover fatal accidents, but also injuries, which may or may not result in partial or permanent disablement.

12.16 **COMPLIANCE WITH LABOUR LAW AND SAFETY RULES:**

During the delivery period, the workers employed by the buyer within the Barsingsar Thermal Power Plant premises will be governed by the Labour Laws and Rules, Factory Act, Provision of EPF Act 1951 and NLCIL's Security and Safety Rules as applicable.

12.17 **ACCIDENTS ETC. TO BUYERS' LABOURER: -**

NLC India Limited/MJUNCTION SERVICES will not at any point of time be responsible for any injuries caused to the workers engaged by the buyer due to accident within the , Barsingsar Thermal Power Plant premises or at the place of work and the bidder/buyer/purchaser will make transport facility to the accident victims to the hospital and give proper arrangement for medical attention and treatment to his labourers and their representative. The bidder/purchaser/buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of employment under any statute. It is the responsibility of the bidder / buyer / purchaser to provide necessary safety appliances like hand gloves, helmet, boots etc., to the labours who are engaged for handling of the goods.

12.18 During delivery, if any of the labourers are found not wearing the proper safety appliances they will not be permitted to carry out the delivery works and will be sent out of Barsingsar Thermal Power Plant premises. NLCIL reserves its right to stop the delivery work, if it is carried out in an unsafe manner.

12.19 The purchaser/bidder/buyer shall bring their own closed trucks for the lifting of the auctioned items and shall make their own arrangement for lifting and clearing the materials under

supervision of authorized official of the NLC India Limited. NLCIL will not provide any assistance whatsoever. If the purchaser/bidder/buyer wants to use any hired vehicle, the points noted in clause 12.27 have to be followed scrupulously.

12.20 The entry passes for the men and vehicles/trucks/bulkers have to be obtained from the GENERAL MANAGER/Barsingsar Thermal Power Plant/NLCIL or his authorized officer.

12.21 The buyer shall observe all statutory and safety measures. The suggestions given by the Safety Officer/BTPP/NLCIL shall be scrupulously followed. All the labour engaged by the buyer must wear safety kits like helmet, shoes, safety belts, gloves, etc. wherever applicable without which the entry is prohibited. The buyer has to make his own arrangements for accommodation and canteen facilities for his workers.

12.22 **BLACKLISTING:**

If it is found that the bidder/buyer/purchaser is not following the terms and conditions of payment/delivery or other conditions of the auction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidder / buyer / purchaser are liable to be blacklisted and appropriate action will be taken as deemed fit by NLCIL/MJUNCTION SERVICES.

12.23 No interest will be paid to the purchaser/bidder/buyer on the amount paid or deposited by him and on the amount refundable to him if any.

12.24 Fly Ash is sold on "**as is where is basis**" from silos and as such no guarantee is given as regards quality.

12.25 Removal, loading and transportation of Fly Ash will be allowed with the specific permission obtained from NLCIL's officers authorized by GENERAL MANAGER/ Barsingsar Thermal Power Plant/ NLCIL. The safety precautions and procedures shall be followed.

12.26 Loading of fly ash into the trucks will be carried out on all days including on Sundays and other holidays observed by NLCIL on round the clock basis. The buyers have to keep sufficient vehicles, so as to load the fly ash continuously without getting it accumulated in the silos. The purchaser/ bidder/buyer should intimate in writing in advance as to when vehicle will come for taking out the materials. The buyers are required to adhere to their time schedule. The trucks authorized by the officer-in-charge of Fly Ash Sales/ Barsingsar Thermal Power Plant alone will be permitted inside the silo area for loading of the materials. For the entry of vehicles in the loading place, which is covered in the Barsingsar Thermal Power Plant, the statutory obligations like valid driving license, road tax details, brake checkup clearance, etc. shall be submitted to the officer authorized by the GENERAL MANAGER/ Barsingsar Thermal Power Plant /NLCIL and their permission is to be obtained. If the purchaser/bidder/buyer comes without prior written intimation and permission as above, the NLCIL India Limited has got the right to return the vehicle without loading and purchaser / bidder/buyer cannot claim for any loss towards the same. The loaded lorries shall be permitted to move out of the storing area, after weighment and issue of the Delivery Chelan-cum-Gate Pass duly signed by the officer authorized GENERAL MANAGER, Barsingsar Thermal Power Plant, NLCIL.

Delivery will be subject to the running of power plant units and availability of dry fly ash at silos.

The buyer shall ensure totally pollution free transportation from NLCIL premises to utility point. Any liability arising out due to its non-compliance shall be totally borne by the buyer.

The buyer shall ensure to arrange for closed vehicle for loading of dry fly ash. In case of non-availability of closed vehicle in the market, NLCIL shall allow buyer to load the dry fly ash in open vehicle. In case of loading in open vehicle, the buyer shall ensure to arrange to completely cover the dry fly ash after loading in open vehicle.

12.27 Since the Barsingsar Thermal Power Plant is the important Power

generation plant, necessary care shall be taken while loading the fly ash from the silos and while moving **trucks** inside the plant in such a way to avoid **spillage** and pollution to the possible extent.

- 12.28 **(a)** The weighment of the trucks shall be done at Barsingsar Thermal Power Plant of NLCIL. The delivery Chelan/Invoice and gate pass will be issued from Fly Ash Sales Division of Barsingsar Thermal Power Plant. Then only they shall be permitted to go outside and to their destination. The fly ash vehicles, whether empty or loaded shall not ply during each shift beginning and at end, so as to avoid road accidents.

The buyer will lift the fly ash from the silos and the same will be weighed at NLCIL Weigh Bridge. The weighment shall be for both gross weight and the tare weight of the trucks to determine the quantity of fly ash loaded in the trucks.

A suitable weigh bridge installed at the exit point of Barsingsar Thermal Power Plant to facilitate weighment of the fly ash that is being off taken from NLCIL and a record to that effect shall be maintained by both parties, which shall be final and binding for both the parties.

(b) The quantity indicated is approximate only, which may vary, based on the generation of the Dry Fly Ash. The buyers should take delivery of the entire allocated Dry Fly Ash, which may vary at the time of lifting. In case, if the actual quantity is found to be excess, it is permitted to take delivery up to 20% of the Sale/Delivery Order quantity, on receipt of payment to NLCIL directly for the extra quantities taken delivery. In case, the actual quantities are found to be less, with respect to the indicated one, the value of the un-lifted quantity will be refunded by NLCIL, subject to the forfeiture of the Security Deposit as indicated in Clause-9. The payment for the extra quantity dispatched over and above the Sale/Delivery Order quantity may be monitored by the dispatch Division of Dry Fly Ash and payment to be made to the respective Account Centers.

- 12.29 The outer surface of the loaded trucks shall be cleaned properly/water washed before moving to the Weigh Bridge in such a way to avoid any pollution.

12.30 The fly ash will be delivered only to the successful

bidder/buyer/purchaser or their authorized representatives against presentation of photo pass issued by MJUNCTION SERVICES. If the successful bidder/ buyer/purchaser desires to authorize a representative or an agent for delivery, in such case the bidder/purchaser/buyer shall produce suitable power of attorney or authorization letter duly attested by a notary public authorizing his representative or agent to lift the materials from NLCIL India Limited premises.

12.31 Employees of NLCIL India Limited /MJUNCTION SERVICES are not eligible to participate or to represent on any one's behalf in the e-Auction.

12.32 The entire area for this delivery work is under the control of CISF/Security personnel. The buyers and their authorized persons' movement are restricted strictly within the delivery area only. If they are found roaming in other areas of Barsingsar Thermal Power Plant/NLCIL, severe action will be taken not only against them, but, also on the successful bidders/buyers for trespassing.

12.33 NLCIL / MJUNCTION SERVICES will not be liable for any claim and buyer shall keep NLCIL / MJUNCTION SERVICES fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or other.

12.34 **TERMINATION/ BREACH OF CONTRACT:** In the event of bidders' failure to fulfill any of the contractual obligations including non-lifting the contracted materials under this agreement, MJUNCTION SERVICES/NLCIL's decision in regard to bidders' failure being final and binding on the bidder. MJUNCTION SERVICES/NLCIL shall have the full liberty to do any or all of the following :-

Cancel the contract with immediate effect for the materials under the contract not taken delivery by the bidder as on that date, in which case the Pre-Bid EMD/Security Deposit and EMD along with the balance payment (if paid, any), will stand forfeited.

AND / OR

Retain and / or adjust, recover from bidders any amount lying with MJUNCTION SERVICES / Owner to the bidders' credit either under this contract or any other which may at any time become payable /

refundable to the bidder either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by MJUNCTION SERVICES/ Owner in selling the materials under contract not taken delivery by the bidder at bidders risk and costs. Even after such recovery / adjustment by MJUNCTION SERVICES / Owner from bidder any amount as mentioned above lying with MJUNCTION SERVICES/Owner, if any further amount is still found payable/refundable by the bidder, the bidder shall pay the same to MJUNCTION SERVICES on demand without any objection or demur.

12.35 MJUNCTION SERVICES 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.

12.36 The bidder shall have no right to issue addendum to e-Auction document to clarify, amend, modify, supplement or delete any of the conditions or items stated therein.

12.37 **Arbitration:**

In the event of any dispute and / or difference arising between the Bidder/purchaser/Buyer and / or their Agent as to the construction, interpretation and / or execution of the contract and / or the respective rights and liabilities of the parties, such disputes and / or differences shall be referred to the Arbitration. The procedures to be followed for such Arbitration is as follows:

12.37.1 **If the Bidder is a PSE:**

In the event of such dispute or difference, the same shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration to this clause. The award of the Arbitrator shall be binding on the parties to the dispute provided; however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the

Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decisions shall bind the parties finally conclusively. The parties in the dispute will share equally the cost of Arbitration as intimated by the Arbitrator. The procedure to be adopted in the case of arbitration shall be in accordance with the Circulars/Guidelines as may be issued by the GOI from time to time.

- 12.37.2 If the Bidder is Private Contractor [Other domestic Contractors]:
- 12.37.3 The parties agree to use reasonable efforts to resolve all disputes equitably and in good faith. If any dispute between the parties arises it shall in the first instance be referred in writing to the (NLCIL) Corporation who shall endeavor to resolve the dispute amicably and render a decision within 30 days. The period of 30 days shall be reckoned from the date of receipt of the intimation of the dispute by the Corporation. Save as herein under provided, in respect of a dispute so referred, the decision of the Corporation shall be final and binding upon the parties until completion of the contract and shall forthwith be given effect to by both parties.
- 12.37.4 If either party is dissatisfied with the decision rendered by the Corporation or if the Corporation omits or declines to render a decision within the stipulated period of thirty days, then within a further period of thirty days the dissatisfied party may require by a notification that the dispute shall be referred to Arbitration in the manner herein after provided. Such a notification shall be in writing and it shall be duly served on the other party. Failure to invoke the Arbitration within the time stipulated shall debar the party from seeking reference to Arbitration.
- 12.37.5 Except as otherwise provided in this clause, any dispute arising out of or relating to this contract or the breach, termination or the validity thereof, shall be finally settled by Arbitration in accordance with the Arbitration and Conciliation Act 1996. The Arbitration shall be held at Neyveli/Chennai, Tamil Nadu. The Arbitration proceedings shall be conducted and the award shall be rendered in English. The award shall state the reason upon which it is based.
- 12.37.6 There shall be three arbitrators of whom each party shall appoint

one. The party requesting that the dispute be referred to arbitration shall, within thirty days of the notification in terms of provision as above under Sub Clause 2.2 appoint an Arbitrator as also call upon the other party to appoint an Arbitrator within 30 days. The two Arbitrators so appointed shall within 30 days of the date on which the second of them is appointed agree on the third Arbitrator who shall act as the Presiding Arbitrator of the Tribunal.

12.37.7 This agreement and the rights and obligations of the parties, shall remain in full force and effect and shall, if reasonably possible, continue till the passing of the Award.

12.37.8 For the purpose of this clause, the terms Dispute shall include a demand or difference of any kind whatsoever, arising out of the contract and respecting the performance, of the contract, whether during the Contract Period including extensions if any, or after completion, and whether before or after Termination, Abandonment or Breach of the Contract [Except as to any matter, the decision of which is specifically otherwise provided for in Contract]