

**ONLINE FORWARD AUCTION SALE****VJ/NTECL Haridwar & Vallur/24-25/02**

**Auction Date & Time** : 29/10/2024 @ 3.00 PM  
**Inspection Date** : 03/10/2024 to 28/10/2024 with prior appointment  
(Excluding Sundays and holidays)  
**EMD SUBMISSION** : 29-10-24 up to 12.00 Noon  
**Contact Information** : NTPC Tamilnadu Energy Company Ltd  
NTECL Site, Vellivoyalchavadi  
Vellivoyalchavadi (P.O.), Ponneri (T.Q.)  
Chennai – 600103

**Scrap material is lying at BHEL Haridwar Plant and Scrap material are to be collected by agencies from BHEL Haridwar**

**NTECL Contact Person for Inspection** : For coordination for Scrap inspection from NTECL

**For Haridwar**

Mr. P. Brenden / Deputy General Manager(C&M) stores / Mobile Number: 7588008684 / pbrenden@ntpc.co.in

**Contact Person for Inspection at BHEL Haridwar** : Mr. Rajaiah/ Mobile Number / 9445869051

**For Vallur**

**Contact Information** : NTPC Tamilnadu Energy Company Ltd  
NTECL Site, Vellivoyalchavadi  
Vellivoyalchavadi(P.O.),Ponneri(T.Q.) Chennai -  
600103

**NTECL Contact Person for Inspection** : Mr. P. Brenden -Deputy General Manager(C&M) stores  
Mobile: 7588008684  
Email: pbrenden@ntpc.co.in

Contact Information of mjunction: Mr. Tousik ghosh – 7596099117 (ghosh.tousik@mjunction.in)  
Mr. Biswajit Banerjee-8584008276(Biswajit.Banerjee1@mjunction.in)  
Mr.K.Sivakumar : 9840534712 (k.sivakumar@mjunction.in )

SI No	FSD	Indicative Territory	Contact Details	Email ID
1	Akash Chakraborty	West Bengal, Assam & other Northeast Region	7605090372	<a href="mailto:chakraborty.akash1@mjunction.in">chakraborty.akash1@mjunction.in</a>
2	Khizer Fakih	Maharashtra & Goa	9147178852	<a href="mailto:fakih.khizer@mjunction.in">fakih.khizer@mjunction.in</a>
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9	Suvanil Mukherjee	Bihar & Jharkhand	9147018225	<a href="mailto:mukherjee.suvanil@mjunction.in">mukherjee.suvanil@mjunction.in</a>
10	Kulkant Shukla	FSD Team Coordinator (All Region)	-----	<a href="mailto:kulkant.shukla1@mjunction.in">kulkant.shukla1@mjunction.in</a>

**Auction Engine** : [www.metaljunction.com](http://www.metaljunction.com) OR [www.valuejunction.in](http://www.valuejunction.in)

**Bid Basis:** Bid has to be placed in INR and as mentioned in material list.

**Auction Logic:** Online forward auction (English No Ties)

Valuejunction a business unit of mjunction services limited is pleased to be selected by **NTPC Limited** (referred to as **The Client** hereinafter) for conduct of online auctions for disposal of their Scraps and Surplus & Obsolete assets. All these scraps or assets given below will be sold on "As is where is basis" and on "No Complaint basis". All our valued customers are requested to peruse the participation terms, payment terms, lifting terms and other terms and conditions given below before participating. It is assumed that all our customers are aware about 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.

**Registration:** All our new customers are requested to register themselves in the website www.valuejunction.in OR www.metaljunction.com or get in touch with mjunction officials as above.

**Inspection:** The intending bidder or his authorized representative may inspect the materials as per the schedule above, on any working day at the location specified with prior permission from BHEL Haridwar. The bidders/customers shall download and carry the terms and conditions from the website. Same will be required to be produced for inspection related matters after fulfilling the usual security conditions at Seller's end.

**Participation Terms:**

- Submission of EMD in favour of "mjunction services Ltd.". (For EMD details – Please see Material list ).
- Self-attachment with the auction

**EMD DEPOSIT DETAILS as mentioned below:**

EMD is in the name of MJ, you must always deposit the EMD in your unique **VIRTUAL ACCOUNT** only. Unique Virtual account is available in your "Profile"

You can self-attach yourself to auction only when your EMD money is credited to your unique **Virtual account**. So it is suggested to always deposit your EMD money well in advance to avoid unanticipated problems beyond control.

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.

**PLEASE NOTE THE FOLLOWING POINTS BEFORE SELF ATTACHED WITH AUCTION**

Be careful to select the correct Catalogue/Lot/Group during self-attachment.  
You **cannot detach** yourself once you have attached yourself to a particular auction until that auction is over

**For any assistance please contact our toll free no:**

Toll Free No: 180041920001

Write to enquiry@mjunction.in

You may also refer to the Online EMD Management Bidder Manual (audio/visual) available in www.metaljunction.com> Click on Login>Auction Login>Required Auction Training? Click Here>Online EMD

**Note: Online EMD Bidder Manual and FAQ is available in our website: [www.metaljunction.com](http://www.metaljunction.com)> Click on Login>Auction Login**

This Pre Bid Deposit to Non-H1 bidders will be refunded on the basis of online refund requests placed through the auction system from the Customers.

**Modus of Operandi of handling Section 194-O TDS – The clause wrt to Section 194-O TDS has got modified. Hereafter, the buyer will be making 0.1% the applicable rates payment towards Section 194-O TDS to mjunction and the balance material value along with other charges and taxes to NTPC. This bifurcation of the amount will be reflected in the Sales Order that will be issued to the buyers.**

**Security Deposit:**

regarding acceptance, the bidder has to deposit

**SD payable within 7 (seven) days from date of intimation by e-mail**

SECURITY DEPOSIT equivalent to **10%** of Basic quoted value of each item (or as specified in the material lists and annexures) in the form of Electronic Transfer (NEFT/RTGS) in favour of NTECL, payable at Chennai, failing which penal actions can be initiated against the defaulting party, including, but not limited to blacklisting from all NTPC auctions and the offer with stand withdrawn. Subject to deductions, if any, the SECURITY DEPOSIT will be adjusted against payment of full/final installment.

**Pre-Bid EMD:** Pre Bid EMD of H1 bidders will be retained by mjunction and will be refunded Once H1 bidder will deposit 10% SD to NTECL Vallur.

*No interest shall accrue on the Security Deposit and pre bid EMD.*

**ISSUANCE OF SALE ORDER:** On realization of funds at NTECL account, Sale Order will be issued to the winning bidder by Mjunction within reasonable time.

**Payment Terms: The winning bidder will have to deposit balance value of materials within 10 days from the date of issue of sale order to NTECL (Refer page no - 12)** in the form of Electronic Transfer (NEFT/RTGS) in favour of NTECL, payable at Chennai to bank details given above.

The purchaser will have to pay GST and Entry tax wherever applicable to the value of material while making payment. Any statutory variations of the taxes/duties are to be borne by the purchaser. **Payment for the lot is to be made in a single installment.**

## **NTECL VALLUR BANK A/C DETAILS:**

**Account Name:** NTPC Tamil Nadu Energy Company  
**Limited Name of the bank –** UNION BANK OF INDIA  
**Name of the Branch–**Nungambakkam  
**BankAddress–**GeeGeeEmerald,1<sup>st</sup>Floor,151, Village Road,  
Nungambakkam, Chennai - 600034  
**Bank Account No.** 51034100000563  
**Virtual Account No.** 17507(10digitmobilenumber)SCRAP  
**Bank IFSC code–**UBIN0905771

**Applicable Taxes & Duties:** The bids are to be placed exclusive of taxes and duties *the winning Customer shall be liable to pay all taxes as would be applicable on the date of dispatch of the material and NTECL & BHEL Haridwar would not be liable for taxes in any manner, whatsoever.* Applicable taxes and duties are indicated in the material list. In case of any changes in the taxation laws by the Government, the taxes and duties prevailing on date of dispatch will be applicable.

**Overdue charges (Penalty):** If the purchaser fails to deposit the full value or pay any installments within the stipulated period, overdue charges (Late payment charges) @ 1% per week or part thereof for a maximum 2 weeks under prior intimation to BHEL,NTECL Haridwar and mjunction. If payment is not received within the specified period, the SD will be forfeited.

**ISSUANCE OF DELIVERY ORDER:** On realization of funds at NTECL account, Delivery Order will be issued to the winning bidder by Mjunction within reasonable time.

**Lifting Terms:** The Customers will be allowed to lift the Material only after Delivery Orders have been issued. The lifting of the whole material should be completed **AS PER PAGE-12** (excluding the date of issue).

**Ground Rent:** If the winning bidder fails to lift the materials within the stipulated time, Ground Rent @2% per week or part thereof shall be charged on the balance unlifted quantity against the DO. However, the extension of the lifting period beyond the stipulated delivery period is at the sole discretion of the seller. The unlifted quantities can be disposed of any manner as deemed fit by the seller without any further reference to the defaulting purchaser.

### **FORFEITURE OF SECURITY DEPOSIT:**

If full payment where payment is to be made in one installment OR 1<sup>st</sup> installment where payment is to be made in multiple installments is not received within 15 (fifteen) days of sale order or two consecutive installments remain unpaid or if the purchaser, including, but not limited to, the agents and workmen are found indulging in illegal unauthorized activities in NTECL-BHEL Haridwar premises, the sale order shall be cancelled and security deposit forfeited without reference to the purchaser. This will be without prejudice to the other rights of the seller.

**Arrangements for lifting:** The purchaser has to make their own arrangement for loading and transportation and the seller will not take responsibility for providing any assistance to the purchaser in this regard. Lifting will be allowed only on working days and normal working hours. In case of SS and non-ferrous materials being found in any of the lots except where it is specifically mentioned these items shall be segregated and kept aside and will not be lifted.

**Bid Validity:** The rates quoted in online auction conducted by mjunction will be valid for a period of 90 (ninety) days from the date of closure of the Online Auction.

**Forfeiture:** Any defaulting from the terms mentioned above on part of the Customer in the case of payments or lifting will result in forfeiture of the full Security Deposit.

**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 button. There is no provision for putting bids in decimals. 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 pay the security deposit in terms of these presents.**

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

**Force Majeure:** The contract is subject to force majeure conditions, i.e. if any event happens which is beyond any human control which makes the execution of the contract immediate then the seller will not be held responsible for non-execution of the contract and the bidder cannot claim any compensation or damages whatsoever on this account. For such force majeure conditions, seller may extend the validity of the contract.

**Factory rules and procedure:** The bidder and any third parties engaged by them, shall, at all times, abide by all rules and procedures of safety and security of the seller's factory and comply with the relevant provisions of the workmen compensation act and any other statute in respect of persons engaged by them for handling materials inside the factory premises and indemnify the seller against any claim from any one in the execution of the order.

**Loss or damage to sellers property:** The purchaser shall be responsible for making good any loss/damage caused to the property of the seller due to negligence of persons engaged by them.

**Cancellation of order:** Seller reserves the right to cancel the sale order and withdraw from sale any item at any time and refund security deposit and advance without interest, if collected, without assigning any reasons thereof. Seller also reserves the right to withdraw any item for own usage even after issuance of Delivery order.

**Rejection of bids:** Seller reserves the right to reject any or all of the bids received in part or in full without assigning any reasons thereof.

**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 CEO of mjunction services limited (for issues relating to mjunction) or by Chairman/CEO, NTECL Vallur (for issues pertaining to NTECL Vallur). The award of the Arbitrator shall be final, binding and conclusive on the **parties hereto**. The venue for arbitration shall be Kolkata (for issues relating to mjunction) or Chennai (for issues relating to NTECL Vallur). 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 Calcutta 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 Forward Auction is being conducted for

***NTPC Tamilnadu Energy Company Ltd, existing within the meaning of Companies Act,1956*** having its registered office at ***NTECL Site, Vellivoyalchavadi, Vellivoyalchavadi (P.O.), Ponneri (T.Q.), Chennai – 600103.*** (Hereinafter referred to as the “Client”) on the Auction Platform of

**MJUNCTION SERVICES LTD, (hereinafter referred to as “Service Provider”) having its corporate office at Godrej Waterside, 3rd Floor, Tower-I, Plot-V, Block DP, Sector-V, Salt Lake, Kolkata – 700091**

The General Rules and Regulations provided herein govern the conduct of on-line Forward Auctions arranged by “**Service Provider**” on its Auction Platform. These rules cover the **roles and responsibilities** of the Parties in the online Forward 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 XYZ by Online Auction is a pre-requisite for securing participation of each Customer in the Online Auctions.**

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

**ROLE OF “SERVICE- PROVIDER”**

1. “Service Provider” is the agency (operator) primarily providing the service of the Forward auction to the “Client”.
2. Finalization of the auction items in consultation with the Client.
3. Defining of bidding rules for each auction in consultation with the client.
4. Enhancing customer awareness of and comfort with the auction mechanism and bidding rules.
5. Input of the Auction items and defining the bidding rule in the auction engine.
6. Enlarging the customer base by introducing new customers.
7. Collection of Earnest Money Deposit (EMD), Letter of Interest etc. from the willing customers
8. Providing access to the approved customers to participate in the Auction.
9. Summarizing the Auction proceedings and communicate the outcome to the Client.

The responsibility of fulfillment 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 fulfill 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:

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

While it shall be the endeavor 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” and handed over stamped and manually signed “General Rules and Regulations governing conduct of Online Auction along with Letter of Interest, required EMD amount and other necessary documents to the “Service Provider” prior to the start of Online Auction will be given “Login ID” and “PASSWORD” to enable them view and participate in Online Auction. “XYZ” 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, on any of the following reasons:

- The number of confirmed Customers is deemed insufficient to conduct the Online Auction
- Some of the confirmed Customers are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
- There are no bids, which are equal to or below Start Bid Price.
- Any other reason, which in the opinion of “Service Provider” / “Client” requires such action to be initiated.

The duration of Online Auction may also vary from the pre-specified period of time either 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 net 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.

**Signed in acceptance of the above terms and**

**conditions Name:**

**Signature**

**Designation of signatory**

**Date**

**Place**

**Telephone / FAX no.** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## 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.

### 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. 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 and also provide written assent to the General Rules and Regulations .

### 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 utilisation 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 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 such that the new close time for the lot in which a valid bid is received is the 3 minutes from the time of receipt of 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 3 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.

### **End of the Auction.**

End of the Auction refers to the termination of the auction proceedings signaling 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.

**NTECL HARIDWAR**  
**Material List of Items for Disposal**

LOT NO	S.NO	Type of Scrap	QTY	UOM	SD PERCENTAGE	GST (%)	TCS @ as per IT act	EMD	Loading Charge
1	1	HP INNER CASING High Alloy steel	23.3	MT	25%	18%	1%	300000	58500
	2	IP INNER CASING High Alloy steel	28.3						
			51.6						
2	3	HP ROTOR High Alloy steel	16.7	MT	25%	18%	1%	250000	60000
	4	IP ROTOR High Alloy steel	21.765						
			38.465						
3	5	LP ROTOR High Alloy steel	89.89	MT	25%	18%	1%	500000	90000
4	6	GENERATOR STATOR WATER HEADER STAINLESS STEEL	182	KG	0.25	18%	1%	5000	0
	7	GENERATOR ROTOR MOVING BLADE STAINLESS STEEL	26						
	8	GENERATOR STATOR DOVETAIL BARS ALUMINIUM	400						
			608						

**NTECL VALLUR**

LOT NO	S.NO	Type of Scrap	QTY	UOM	SD PERCENTAGE	GST (%)	TCS @ as per IT act	EMD	Loading Charge
5	9	21 KV Bus Duct Adaptor Box Aluminium	4.95	MT	25%	18%	1%	50000	
6	10	Excitor Rotor Alloy Steel - P11 + inside Copper	7.29	MT	25%	18%	1%	75000	
	11	Excitor Rotor Wheel Cover Alloy Steel - P11 + inside Copper	0.61						
			7.9						
7	12	Exciter Coolers Carbon Steel + Copper	2.6	MT	25%	18%	1%	150000	
	13	Exciter Stator Carbon Steel + Copper	5.8						
			8.4						
8	14	Exciter Base Carbon Steel	10.6	MT	25%	18%	1%	80000	
	15	Exciter Pedestal Carbon Steel	0.9						
	16	PMG Stator Carbon Steel	0.73						
	17	Main Generator Seal Body Carbon Steel	0.6						

	18	Exciter Inner Cover Carbon Steel	1.55						
	19	Exciter Outer Cover Carbon Steel	1.78						
	20	Generator Excitor scrap Carbon Steel	1.46						
	21	Exciter cooler system Carbon Steel	0.9						
	22	Turbine Diapharagm Carbon steel	2.95						
	23	Turbine Bellow Carbon Steel + SS	0.45						
			21.92						
9	24	Compressor Hub Alloy Steel	2.56	MT	25%	18%	1%	10000	
10	25	Lead Core Bar - Rotor Copper	0.304	MT	25%	18%	1%	20000	
11	26	0.5 sqmm C&I Cables Copper + Aluminium	4	MT	25%	18%	1%	200000	

**For Haridwar,**

**BHEL shall provide loading crane arrangement for loading the scrap onto H1 bidder's trucks. Loading Charges shall be paid by H1 bidder to M/s NTECL for using BHEL EOT Crane for Loading. These charges shall be reimbursed to NTECL by adjusting the loading charges from net value realised.**

**The Quantity may vary upto + or - 50%.**

**For Vallur,**

**it shall be offered on "as is where is" basis. Loading shall be the H1 bidder's scope.**

**The Quantity may vary upto + or - 50%.**

1. Scrap material is lying at BHEL haridwar plant and scrap material to be collected from BHEL Haridwar scrapyard.
2. To be lifted on "as is where is" basis, Cutting will not be allowed for scrap materials.
3. TCS @ 1.00 % as per IT act.
4. GST @ 18%.
5. Any short fall Qty will be provided from BHEL Haridwar Premises.
6. Other Levies: AS applicable at the time of delivery.
7. No complaints regarding difference in material quality or quantity will be entertained.
8. ALL THE BIDDERS SHALL BE ALLOWED TO BID FOR EACH OF THE FIVE (5) LOT SEPERATELY.

SCOPE MATRIX:

1. Suitable heavy load carrying Truck shall be arranged by the Vendor. (Scope of Vendor)  
BHEL shall provide loading crane arrangement for loading the scrap onto vendor trucks. Loading Charges shall be paid by Vendor to M/s NTECL for using BHEL EOT Crane for Loading.

**Loading Charges are as Follows:**

2. Loading Charges of FOR LOT 1- Rs 58500/- LOT 2- Rs 60000/-and LOT 3- Rs 90000/- (scope of vendor ).
3. E way bill & Suitable safety Support arrangements have to be made by the vendor for safe transport of heavy materials in the Truck is in the scope of the Vendor. (Scope of Vendor)
4. SAP Invoice for transportation of scrap material from M/s BHEL Haridwar to required destination will be done by M/s NTECL. (Scope of M/s NTECL).
5. Heavy material Loading with EOT, if Loading Charges paid & Gate passes will be done by M/s BHEL. (Scope of M/s BHEL).
- 6.) Weighment of the Material will have to be done by the vendor at outside the M/s BHEL premises in the presence of NTECL executives.



**FRAUD PREVENTION POLICY OF**  
*NTPC Tamilnadu Energy Company Ltd (NTECL)*  
**(A Joint Venture of NTPC Ltd & TNEB)**

**1. BACKGROUND :**

NTPC Tamilnadu Energy Company Limited (NTECL), a JV company was formed w.e.f. 23.05.2003 in between NTPC Ltd., and Tamil Nadu Electricity Board (TNEB) with the intention of generation of electricity, Executives are seconded from NTPC Ltd., and TNEB to NTECL. The Executives of NTPC are governed by the Rules and Regulations of NTPC Ltd., and those of TNEB are governed by the TNEB Rules.

To carry out its day to day operations, NTECL has adopted various policies & procedures of NTPC including Delegation of Powers and systems and manuals etc. such as Service Rules, Conduct, Discipline and Appeal Rules, Finance and Human Resource Systems, Project and Contracts Management system, etc.

As per provisions of Section 619(3) of Companies Act, 1956, C&AG has powers to direct the manner in which company's accounts shall be audited by the Statutory Auditors and to give Statutory Auditors instructions in regard to any matter relating to the performance of its functions. In view of above, Statutory Auditors are required to comment upon Fraud Prevention Policy in its report to C&AG on annual accounts of the Company.

With a view to promote transparency in managing affairs of the Company and as a good Corporate Governance measure, the Company need to have a mechanism in place to report to the management about the unethical behaviour and actual or suspected fraud.

In the light of the foregoing and in view of the approach of NTECL in following Corporate Governance principles proactively, it is appropriate that a Fraud Prevention Policy is formulated and implemented.

The policy statement is given below for implementation with immediate effect :

**2. POLICY OBJECTIVES:**

The "Fraud Prevention Policy" has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following:-

- (i) To ensure that management is aware of its responsibilities for detection and prevention of fraud and for

**establishing procedures for preventing fraud and/or detecting fraud when it occurs.**

- (i) To provide a clear guidance to employees and others dealing with NHL forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.**

(i) To conduct investigations into fraudulent activities.

(iv) To provide assurances that any and all suspected fraudulent activity will be fully investigated.

### 3. SCOPE OF POLICY:

The policy applies to any fraud, or suspected fraud involving employees of NTECL posted on secondment basis from NTPC and Engineers deputed from TNEB besides employees appointed by NTECL or engaged on adhoc/temporary/contract basis as well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency(ices) doing any type of business with NTECL.

### 4. DEFINITION OF FRAUD

“Fraud” is a willful act intentionally committed by an individual(s) – by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing wrongful gain(s) to self or any other individual(s) and wrongful loss to other(s). Many a times such acts are undertaken with a view to deceive/mislead others leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts.”

### 5. ACTIONS CONSTITUTING FRAUD:

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s) which constitute fraud.

The list given below is only illustrative and not exhaustive:-

- (i) Forgery or alteration of any document or account belonging to the Company.
- (ii) Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- (i) Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
- (iv) Falsifying records such as pay-rolls, removing the documents from files and/or replacing it by a fraudulent note etc.
- (v) Willful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful loss(is) is caused to the others.
- (vi) Utilizing Company funds for personal purposes.
- (vi) Authorizing or receiving payments for goods not supplied or services not rendered.
- (v i) Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.
- (ix) Any other act that falls under the gamut of fraudulent activity.

## **6. REPORTING OF FRAUD:**

- (i)** All employees of NTECL posted on secondment basis from NTPC and TNEB and those appointed by NTECL or engaged on ad hoc/temporary/contract basis, representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ices) doing any type of business with NTECL as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated by the competent authority. If, however, there is shortage of time, such report should be made to the immediate controlling officer whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in position to give sequential and specific transaction of fraud / suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official/ employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorized person.
- (i)** All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer(s) to be nominated.
- (i)** Officer receiving input about any suspected fraud/nodal officer(s) shall ensure that all relevant records, documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

## **7. INVESTIGATION PROCEDURE:**

- (i)** The "Nodal Officer" shall, refer the details of the fraud/suspected fraud to the Vigilance Department of NTPC through CEO, NTECL, for further appropriate investigation and needful action.
- (i)** This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Deptt. of their own as part of their day to day functioning.
- (i)** After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed etc. depending upon the outcome of the investigation shall be undertaken.
- (iv)** Vigilance Department shall apprise Nodal Officer through CEO, NTECL of the result of the investigation undertaken by them. There shall be constant coordination maintained between the two.

**8. RESPONSIBILITY FOR FRAUD PREVENTION:**

- (i)** Every employee of NTECL posted on secondment basis from NTPC Ltd. and TNEB and those appointed/engaged on ad hoc, temporary, contract basis, representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with NTECL, is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility / control. As soon as it learnt that a fraud of suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned as per the procedure.
- (i)** All controlling officers shall share the responsibility of prevention and detection of fraud and for implementing the Fraud Prevention Policy of the Company. It is the responsibility of all controlling officers to ensure that there are mechanisms in place within their area of control to: -

  - (a)** Familiarize each employee with the type of improprieties that might occur in their area.
  - (b)** Educate employees about fraud prevention and detection.
  - (c)** Create a culture whereby employees are encouraged to report any fraud or suspected fraud which comes to their knowledge, without any fear of victimization.
  - (d)** Promote employee awareness of ethical principles subscribed to by the Company through NTPC CDA Rules.
- (i)** Due amendments shall be made in the general conditions of contracts of the organization wherein all bidders /service providers / vendors /consultants etc. shall be required to certify that they would adhere to the Fraud Prevention Policy of NTECL and not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud / suspected fraud as soon as it comes to their notice.

**These conditions shall form part of documents both at the time of submission of bid and agreement of execution of contract.**

**9. ADMINISTRATION AND REVIEW OF THE POLICY:**

**The Chief Executive Officer, NTECL shall be responsible for the administration, interpretation, application and revision of this policy. The policy will be reviewed and revised as and when needed with the approval of Board of Directors.**

**NTECL's POLICY & PROCEDURE FOR WITHHOLDING AND BANNING OF BUSINESS DEALINGS**

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## 1. Introduction

NTECL deals with Agencies, who are expected to adopt ethics of highest standards and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. It is not in the interest of NTECL to deal with any Agency who commit deception, fraud or other misconduct of whatsoever nature in the tendering process and/or execution. NTECL is committed for timely completion of the works within the awarded value without compromising on quality.

Since suspension/banning of business dealings involves civil consequences for an Agency concerned it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

This policy has been drawn from NTPC's policy with appropriate changes, as NTPC is one of the JV partners & NTECL is adopting the systems & practices of NTPC for its day to day management.

## 2. Scope

NTECL reserves its right to withhold or ban business dealings with any Agency, if such Agency is found to have committed misconduct or any of its action(s) fall into any such categories as laid down in this policy.

The procedure for (i) Withholding and (ii) Banning of Business Dealing with any Agency, has been laid down in these guidelines.

The provisions of this Policy supersede and will have overriding effect on all earlier guidelines, procedures & system circulars issued for the similar purpose.

This policy comes into force from the date of its issuance.

The provisions of this policy will be effective on investigations conducted or misconduct/irregularities noticed on the part of any Agency in all contracts awarded on or after the date of implementation of this policy and in the contracts under execution or contracts not yet closed, on the date of the implementation of this policy.

## 3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) Agency shall mean Contractor / Supplier / Purchaser / Bidder/ NTECL approved Sub-contractor of a Contractor' to whom work has been awarded. It shall include, but not limited to, a public limited company or a private limited company, a firm whether registered or not, any individual, a cooperative society or an association or a group of persons engaged in any commerce,

**NTECL's Policy for Withholding/Banning of Business Dealings (For bidding documents)**  
trade industry, or constituents of an unincorporated Joint Venture Company, etc.

ii) **Competent Authority and 'Appellate Authority' shall mean the following: -**

**The Chief Executive Officer, NTECL shall be the 'Competent Authority' for the purpose of these guidelines. The Regional Executive Director, South, NTPC shall be the 'Appellate Authority' in respect of contracts awarded by the company.**

iii) **'Investigating Department' shall mean any Department of NTECL, investigating into the conduct of the Agency and shall include the NTECL Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.**

iv) **'List of Enlisted Agencies — shall mean and include list of Enlisted Parties / Contractors / Suppliers / Bidders, etc. of NTECL.**

v) **State — includes the Government and Parliament of India and the Government and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the Government of India.**

vi) **Fraud Prevention Policy — shall mean the policy related to prevention of fraud displayed on NTECL tender website <http://www.ntpcntecliv.co.in>.**

vii) **Completion of Facilities/Works shall mean the term Completion of Facilities/works as defined in the Contract.**

viii) **Standing Committee shall mean the following for Contracts awarded by the company: A Committee constituted for the purpose of these guidelines and comprising HODs (not below E-7 level) from C&M (Convener), Finance and Indenting department. Additional member(s) from any other department as considered appropriate may also be co-opted on case-to-case basis.**

ix) **Suspension/Banning — In the context of these guidelines, the words suspension and banning are interchangeable and shall have same connotation & meaning.**

## **4. Withholding of business dealings**

### **4.1 Grounds**

**The business dealing with the Agency may be withheld, if they are found to be in breach of the terms & conditions of the Contract, on account of the reasons attributable to them, which shall include, but not be limited to the following:**

**if the Agency**

- a) **Either fails to commence work on the Facilities in terms of contract or suspends the progress of Contract performance.**
- b) **Fails to achieve the "Completion of Facilities/works" or execute the contract within time schedule stipulated in the contract**



- c) Suspends/stops work on any unfounded pretext including seeking higher compensation.
- d) Fails to conduct the Guarantee test in the time limit stipulated in the contract.
- e) Diverts funds advanced to the Contractor for purpose other than the Contract.
- f) Does not deploy or withdraw the technical staff or equipment considered necessary as per the terms & conditions of contract;
- g) Fails to furnish the required documents / information as required under the terms & conditions of contract;
- h) Does not fulfill the obligations as required under the Contract.
- i) Violates terms & conditions of the contract.
- j) Does not Supply material / supplies material of inferior quality with respect to Technical Specifications under the Contract.
- k) On prima-facie scrutiny, work executed found to be of poor quality beyond acceptable limits stipulated in the Technical Specifications under the Contract.
- l) If a disaster / major failure / accident / collapse of a structure/ system caused during the contract execution or during defect liability period *prima facie* appears to be due to negligence of contractor or design deficiency or poor quality of execution.
- m) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the company;
- n) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the company dealing with the concerned contract.
- o) If NTECL prima-facie of the view that the Agency is guilty of an offence involving corrupt, fraudulent practices including misrepresentation of facts as per NTECL's Fraud Prevention Policy, moral turpitude in relation to the business dealings.
- p) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central/State Government investigation Agency or any other Central/State Government Department recommends such a course in respect of a case under investigation;
- q) If the security consideration, including questions of loyalty of the Agency to the state, so warrants ;
- r) The finished work either prematurely fails or fails to give the desired output/service during the defect liability period and the Agency fails to rectify it.
- s) On any ground as per which doing business dealings with the Agency is not in the public interest in the opinion of Competent Authority.

- t) If the Agency fails to comply with any of the statutory laws and regulations in force, in totality, even after completion of work.
- u) If the agency is financially incapable to ensure continuous deployment of resources to execute the works meeting the company's requirements.
- v) If the agency raises undue claims /disputes leading to stoppage of works.

## 4.2 Procedure

- (a) For Packages awarded by the company

The concerned department at Site on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Notice of Default for the purpose of withholding of business dealings with the Agency for approval of the Competent Authority. The above draft Notice of Default to be issued to the Agency should clearly indicate the charges based on the facts as can be proved.

The action for withholding of business dealings shall be initiated in those cases where 30% or more shortfall in work progress is observed with respect to agreed work schedule for the reasons attributable to the Contractor.

In case the Standing Committee recommends waiver of withholding of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of the Chief Executive Officer, NTECL.

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Vigilance Department of NTECL may also initiate the proposal for withholding.

## 4.3 Notice of Default

Once the proposal for issuance of Notice of default is approved by the Competent Authority, a 'Notice of Default' duly vetted by Legal Department shall be issued by the Competent Authority himself or by a person authorized by the Competent Authority for the said purpose to the Agency giving them a period of twenty-eight (28) days to remedy the default.

If Agency fails to remedy or take adequate steps to remedy the default to the satisfaction of NTECL within the notice period mentioned above, then business dealings shall be withheld with the Agency after approval of the Competent Authority. The order of such withholding of business dealings shall be Communicated to the Agency (after vetting by legal deptt.) by the Competent Authority himself or by a person authorized by the Competent Authority, for the said purpose.

#### **4.4 Area of Operation**

A decision to withhold business dealings with any Agency for contracts shall apply throughout the Company.

When any agency has been withheld by NTPC Corporate Centre, the same shall be applicable in the company, without any further examination. Likewise, upon revocation, the same shall stand automatically revoked on NTECL also.

#### **4.5 Effect of Withholding**

The Agency, after issue of order of withholding of business dealings, would not be allowed to participate in any future tender enquiry and if the Agency has already participated in any tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of withholding, bids of the Agency shall not be rejected.

#### **4.6 Duration of Withholding**

Duration of withholding the Agency shall be for a period of one year. Within this period, if the Agency rectifies the reason / ground on which the Agency has been withheld, to the satisfaction of the Competent Authority, then on written representation of the Agency, the Competent Authority can review and, if satisfied, may revoke the order of withholding of business dealing. Similarly, the agency withheld by NTPC and if the order is revoked by NTPC, the same shall be applicable in NTECL, without any further examination.

Provided further that, even till completion of one year of withholding period, if the Agency does not rectify, then the Competent Authority after reviewing the situation may issue order extending the period of withholding for one more year or advise initiation of action for banning of business dealings with Agency in accordance with the procedure prescribed in Para 5.2 below.

#### **4.7 Hosting at NTECL intranet**

The names of the Agencies with whom Business Dealings have been withheld shall be hosted at NTECL intranet by C&M for information of all departments.

#### **4.8 Revocation of Orders**

An order for withholding of business dealing passed for a certain specified period, including extension thereof, shall not be revoked automatically. Such withholding shall be revoked only after order in this respect is issued with the approval of Competent Authority.

### **5 Banning of business dealings**

#### **5.1 Grounds on which Banning of business dealings can be initiated**

**Banning of business dealings can be initiated against Agency, on following grounds: -**

- a) If the Agency fails to accept the award of contract or has abandoned or repudiated the Contract.
- b) If the Contractor is found to be non-performing in execution of contract
- c) If a disaster / major failure / accident / collapse of a structure / system is caused during the contract execution or during defect liability period due to negligence of contractor or design deficiency or poor quality of execution.
- d) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the Company dealing with the concerned contract is established.
- e) If the Director / Owner of the Agency, proprietor or partner of the Agency, is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to its business dealings with the government or NTECL, during the last five years.
- f) If the proprietor of the Agency has been guilty of malpractices such as bribery, corruption; fraud, substitution of the tenders, interpolations, etc.
- g) If the Agency continuously refuses to return / refund the dues of NTECL, without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law;
- h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offences;
- i) If business dealings with the Agency have been banned by the Ministry of Power or Government of India or the Govt. of Tamil Nadu and the ban is still in force;
- j) If it is established that Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- k) If the Agency uses intimidation/threatening or brings undue outside pressure on NTECL, or its official in acceptance / performance of the job under the contract;
- l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- m) If the Agency is found to be involved in cartel formation during bidding.
- n) On willful indulgence by the Agency in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre- dispatch inspection was carried out by the Company or not;
- o) Based on the findings of the investigation report of CBI/Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company or even otherwise;

- p) If the Agency is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated.
- q) Established litigant nature of the Agency to derive undue benefit;
- r) Continued poor performance of the Agency;
- s) If the Agency commits fraud as defined under the Fraud Prevention Policy of NTECL.
- t) If the Agency has assigned or transferred the contract or engaged sub-contractor(s) without the prior approval of the Competent Authority in violation of the provisions of the contract.
- u) If the Agency misuses the premises or facilities of the NTECL forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.
- v) If the security consideration, including questions of loyalty of the Agency to the state, so warrants;
- w) If the agency raises undue claims /disputes leading to stoppage of works.
- x) The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any other reason not mentioned above but qualifying as a good & sufficient reason.

## 5.2 Procedure

### **(a) For Packages where banning is proposed by the company**

The concerned department on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Show Cause Notice for the purpose of banning of business dealings with the Agency for approval of the Competent Authority.

In case the Standing Committee recommends waiver of banning of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of one level above the Competent Authority.

All the above proposals shall be routed through Vigilance department.

Besides the Standing Committee, Vigilance Department may also be competent to initiate the proposal for banning.

## 5.3 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' duly vetted by legal department shall

be issued by the Competent Authority himself or by a person authorized for the said purpose to the delinquent Agency. The Agency shall be asked to submit the reply of Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall be necessarily indicated in the Show Cause Notice.

In cases where investigation has been carried out by Vigilance Department or CBI etc., the show cause notice will also be vetted by Vigilance Department before issuance. Statement containing the imputation of misconduct or misbehavior may be appended to the Show Cause Notice.

The purpose of issuing the Show cause Notice is only that the Agencies concerned shall be given an opportunity to explain their stand before any action is taken. All that is required in such cases is that the grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the subjective satisfaction of the authority that passed the final orders.

If the Agency requests for inspection of any relevant document in possession of the Company, necessary facility for inspection of documents may be provided.

In cases processed by Vigilance deptt, oral hearing shall be conducted by a separate committee (constituted on case to case basis) comprising members from C&M and Vigilance deptt. Additional member(s) from any other deptt/site as considered appropriate may also be co-opted on case to case basis.

During the conductance of oral hearing, only the regular employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Standing Committee for obtaining final decision of the Competent Authority in the matter. Further, reply to the Show Cause Notice given by the Agency and submissions in oral hearing, if any, with regards to Vigilance Gases shall be processed by a Separate Committee which shall put up its final recommendations to the Competent Authority in the matter. In case, no reply to Show Cause Notice is received from the Agency within stipulated time, action for processing ex-parte against the concerned Agency shall be initiated.

#### **5.4 Speaking Order**

The speaking order for banning the business dealing with the Agency shall be issued (after vetting by legal dept.) by the Competent Authority himself or by a person authorized for the said purpose. In cases where investigation has been carried out by Vigilance Department or CBI etc., the speaking order will also be vetted by Vigilance Department before issuance.

#### **5.5 Communication to Agencies**

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply there to,

shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency.

#### **5.6 Period of banning**

The period for which the ban would be operative may be mentioned in the order. The banning shall normally be for a period of three years.

In case the information/documents submitted by Agency in competing for the tender found to be false/forged then NTECL, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to NTECL then banning period of Agency shall be extended by another one year.

#### **5.7 Area of Operation**

For contracts awarded by the company, banning shall apply throughout the Company.

When any agency has been banned by NTPC Corporate Centre, the same shall be applicable in NTECL, without any further examination. Likewise, upon revocation, the same shall stand automatically revoked on NTECL also.

#### **5.8 Effect of Banning**

The Agency, after issue of the order of banning of business dealings, would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected.

#### **5.9 Process of reply**

The Agency shall be separately advised of the decision regarding banning of business, taken in reply to their representation, if any. As regard any further representation from the Agency, business dealings with whom have been banned, the same shall be processed by the concerned C&M department in consultation with Vigilance department, wherever applicable. If any reply is considered necessary to be sent to the Agency, the same shall be sent by the C&M Department.

#### **5.10 Hosting at NTECL intranet**

The names of the Agencies with whom Business Dealings have been banned shall be hosted at NTECL intranet by C&M, for information of all NTECL departments.

## **5.11 Appeal against the Decision of the Competent Authority.**

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

## **5.12 Revocation of Orders**

- a) An order for banning of business dealing passed for a certain specified period, including extension thereof, shall not be revoked automatically. Such banning shall be revoked only after order in this respect is issued with the approval of Competent Authority.
- b) An order of banning for the reasons mentioned at para 5.1 (e) above may be revoked if, in respect of the same facts, the accused has been wholly exonerated by a Court of Law.

**6.0** During the banning/withholding period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

**7.0** Further in case of banning/withholding following would also be applicable:

### **(i) Participation of Agency as an Associate/Collaborator of the Main Contractor**

Where Stage-I bids have been opened prior to banning/withholding of Agency and such Agency has been proposed as Associate/Collaborator by any of the bidders, in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Associate/Collaborator for such bidding.

However where opening of Stage-I bids (Two Stage Bidding) / Envelope-I Techno-Commercial bids (Single Stage Two Envelope Bidding) has not taken place prior to banning/withholding of Agency then in such case Agency shall not be permitted to participate as Associate/Collaborator in such bidding.

### **(ii) Participation of Agency as an approved Sub-Vendor of the Main Contractor**

After banning/withholding order, the banned/withheld Agency shall not be allowed to participate as Sub-Vendor in the tenders for supplying/manufacturing equipment (s)/component (s)/service if it has been banned on grounds of supplying sub-standard material/equipment/service



Further, if the banned/withheld agency is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on the banned/withheld agency as a sub-vendor after the date of banning/withholding even though the name of the party has been approved as a sub-vendor earlier.

**(iii) Procurement of spares/awarding of Contracts in operating stations**

There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.

## PHOTOS

**Disclaimer:** “All the photographs used in the catalogue are indicatives. The actual condition of the material may differ from the photographs. All the interested customers are strictly advised to inspect the physical condition of the material on site before their participation in the online auction. No complaints regarding the quality or quantity will be entertained once the auction is started

**For Haridwar**

HPT INNER CASING TOP HEAD AND BOTTOM HEAD  
HIGH ALLOY STEEL -23.300 MT



## HP ROTOR

HIGH ALLOY STEEL-16.700 MT



IPT INNER CASING TOP HEAD AND BOTTOM HEAD

HIGH ALLOY STEEL QTY- 16.7 MT





IPROTOR

HIGH ALLOY STEEL QTY-21.765 MT



LPT ROTOR

HIGH ALLOY STEEL QTY-89.89 MT



For Vallur ,

**S. NO -9 21 KV BUS DUCT ADAPTOR BOX -  
ALUMINIUM - 4.95 MT**





S. NO.10 EXCITOR ROTOR ALLOY STEEL – P11 + INSIDE COPPER  
(10%)- 7.29 MT



S.NO.11 EXCITOR ROTOR WHEEL COVER- ALLOY STEEL – P11- 0.61  
MT





S.NO.12 EXCITER COOLERS – CARBON STEEL+COPPER (50%) –  
2.6MT



S. NO. 13 EXCITER STATOR - CARBON STEEL+COPPER (10%)– 5.8  
MT



S.NO. 14 EXCITER BASE – CARBON STEEL – 10.6 MT



S.NO.15 EXCITER PEDESTAL – CARBON STEEL- 0.9 MT





S.NO. 16 PMG STATOR - CARBON STEEL- 0.73 MT



S.NO.17 MAIN GENERATOR SEAL BODY – CARBON STEEL – 0.6 MT



S.NO. 18 EXCITER INNER COVER – CARBON STEEL – 1.55 MT



S.NO. 19 EXCITER OUTER COVER – CARBON STEEL - 1.78MT



S.NO.20 GENERATOR EXCITER SCRAP – CARBON STEEL – 1.46MT





S.NO. 21 EXCITER COOLER SYSTEM – CARBON STEEL - 0.900 MT



S.NO. 22 TURBINE DIAPHARAGM - CARBON STEEL – 2.95 MT



S.NO. 23 TURBINE BELLOW – CARBON STEEL+ SS – 0.45MT





S.NO. 24 COMPRESSOR HUB – ALLOY STEEL – 2.56 MT



S.NO.25 LEAD CORE BAR –COPPER



S.NO 26 CABLES

