

Terms & Conditionsof Spot e-AuctionScheme

Objective:

Coal Mill Rejects distribution through e-Auction has been introduced with a view to provide access to coal mill rejects for such Buyers who are not able to source coal mill rejects through the available institutional mechanism. In the long run it is expected that e-Auction may help in creating spot as well as future market of coal mill rejects in the country.

The purpose of e-Auction is to provide equal opportunity to purchase coal mill rejects through single window service to all intending Buyers.

E - Auction has been introduced to facilitate across the country wide ranging access to book coal mill rejects on-line for all sections of coal mill rejects Buyers enabling them to buy coal mill rejects through a simple, transparent and consumer friendly system of marketing and distribution of coal mill rejects.

Terms & Conditions

1. Eligibility:

1.1 Any Indian Buyer (viz. individual, partnership firm, companies etc.) can participate in e-Auction for procurement of coal mill rejects.

1.2 Before the bid is accepted, the bidder shall pay in full all sums of money due to the Seller in regard to any previous supply of coal mill rejects to the bidder. If there are any arrears the Seller shall be entitled not to consider such bids.

2. Registration:

2.1 Before participation in the e-Auction, a prospective Buyer shall be required to get itself / himself registered with the Service Provider appointed by the Seller for the purpose, by submitting an application in the prescribed format available on the Website of the respective Service Providers. The application shall be made along with the required documents such as copy of Income Tax return (latest), PAN Number, GST Registration Certificate, Trade License, if applicable, Passport size photograph, etc. as prescribed by the Service Provider. Registration can be done either online, or at any of the front offices of the Service Provider.

2.2 After the registration, all-prospective Buyers will have an auto generated "Unique User ID" & a "password" based on which they can log in. Details of the registration process with the Service Provider will be available in their respective websites.

2.3 The Service Provider shall issue "Photo Identity Card" to their registered Bidders duly authenticating the identity & signature, indicating a "Unique Registration Number" allotted to them. The "Unique registration number" of the registered Bidders shall be communicated to the Seller by the Service Provider.

2.4 Only one registration will be done against one PAN number. However, based on more than one independent valid GST registration, more than one registration against a PAN Number can be considered. In such cases, the details of valid GST registration will be indicated in each „Photo Identity Card“. In the event of one PAN number and one GST registration number for a bidder having multiple units in one state, more than one registration will be allowed based on independent valid excise registration number or factory license for such units and the same will be indicated in each "Photo Identity Card".

2.5 All Buyers having been registered with the Service Providers shall also have to furnish non-interest-bearing Earnest Money Deposit (EMD) at the rate of Rs. 5/- per ton for coal mill rejects with the Service Provider. This EMD shall not be specific for the Seller and shall be available with the Service Provider for participation in the e-Auction across the Seller, as long as the required amount of EMD is available in the bidders a/c. with the Service Provider.

3. Notification:

3.1 Seller would draw program for conducting e- Auctions minimum 7(seven) days in advance, through display on the Seller's notice board and putting the same on the Seller's websites for wide publicity. The program will be intimated to the Service Providers accordingly for hoisting the same on their websites also.

3.2 The minimum quantity for Bidding would be 75000 MT for Road mode. The bid multiple thereafter would be 75000 MT for road mode.

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 quality of coal mill rejects being offered from a source.

4.3 The Buyers while Bidding shall quote their "Bid price" per ton in Indian Rupee as base coal mill rejects price on FOR/FOB ex-location basis, exclusive of other charges like GST, Compensatory cess, TCS charges etc. as will be applicable at the time of delivery. These charges as well as freight etc. shall be on the Buyers account.

4.4 The Bidder has to Bid for a price equal to or above the Reserve Price to secure consideration in the concerned e-Auction.

4.5 The date, time and period of e-Auction shall be notified in advance, including closing time on portal of Service Provider shall be subjected to any 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 on that item.

4.6 The Bidder shall offer his Bid price (per ton) in the increment of Rs.1/- (Rs. One) or multiple thereof during the Normal e-Auction period. During the extended period, the Bidder shall offer his Bid price in the increment of Rs.1/- (Rs. One) or multiple thereof.

4.7 While maintaining the secrecy of the Bidder's identity, the website shall register and display on screen the lowest & highest 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-Bided by another the particular Bidder shall become eligible for making an improved Bid.

4.8 Following criteria would be adopted in deciding the successful Bidders:-

- (a) 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.
- (b) 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.

5. Post e-Auction process:

5.1 Each successful Bidder will be intimated through e-mail / SMS by the Service Provider 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 coal mill rejects value with the concerned Seller, within a period of 10 (Ten) working days, after the date of closing of e-Auction. Ten working days would be reckoned as applicable to the respective Seller's office where the payment/ deposit is required to be made.

5.3 Equivalent amount of EMD of successful Bidder corresponding to successful Bid quantity, shall be blocked and will be transferred to Seller by the Service Provider along-with the Bid sheet in respect of successful Bidders.

5.4 The final bid will be valid for 2 working days for consideration toward the sale of the product. The seller would be liable for approval / rejection of the bid received within the said 2 working days.

6. Terms of payment:

6.1 The coal mill rejects value to be deposited in advance by the successful Bidders shall be computed and deposited after making provision for the EMD amount for the successful Bid quantity already transferred by the Service Provider to the Seller. In other words, the coal mill rejects value to be deposited in full and EMD amount would be treated as security deposit towards buyer performance. **This CMR value may be deposited in maximum 3 (three) instalments of 25,000 MT each in every 60 days as material value advance. (Subject to client's approval)**

6.2 The above Security Deposit (as converted from the EMD amount) would be refunded to buyers, only after completion of lifting of coal mill rejects. The refund to buyers would be done within 30 days from the completion of lifting. However, in the event of default in performance by the Bidder, the provision of forfeiture of the proportionate Security Deposit (as converted from the EMD) as stipulated, would be applicable.

6.3 In road supplies, once the coal mill rejects value is deposited by way of RTGS, drawn in favour of the concerned Seller, along- with the debit advice issued by the Bank, certifying that the RTGS has been issued, by debiting the account of the concerned Buyer, Sale/Delivery orders shall be issued within seven working days by the Seller.

6.4 In case of Road supplies, successful bidders shall deposit material value through <https://pgw.ntpclakshya.co.in/>. In the event of non-deposition of 100% coal mill rejects value by the Bidder in terms of Clause 6.1 above, the consent given against program will be withdrawn by the Seller and EMD as per e-Auction scheme will be forfeited.

6.5 The Buyers has the option of e-Payment once the system in the Seller side is suitably developed & the same is notified on the websites accordingly.

6.6 The successful buyer shall pay any additional sum which may become payable by the Seller under any statutory provision over and above the amount claimed in the invoice. The successful bidder will also be entitled to a refund of the sum of taxes to the Seller on account of reduction, if any of the statutory levies claimed in the invoice by the Seller.

7. Procedure of Coal mill rejects Delivery

By Road:

7.1 Seller shall issue Sale / Delivery Orders to the successful Bidders in terms of Clause 6.3 after realization of payment. The Buyer has to submit the option before the issue of the Sale / Delivery Order for movement of the coal mill rejects "within state" or "outside state" and the Sale / Delivery Order would indicate the same accordingly. However, the challan issued by the Seller shall indicate the destination.

7.2 The validity period to complete lifting of coal mill rejects by road shall be 180 days from the date of issue of Delivery Order. No extension of validity will be allowed in any case except cases which are mutually agreed upon between buyer & seller.

Lifting period 60 days for every 25000 MT mill reject may please be consider. Total lifting period 60+60+60 = 180 days for 75000 MT)

7.3 The seniority of Buyers shall be guided by the seniority list as provided by the Service Provider based on Buyer's Bids.

7.4 Loading shall be the responsibility of Buyers & buyer shall arrange T&P and lifting tackles for safe loading. 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. The Buyer himself or his authorized representative may supervise loading at the loading point. The authorized representative must carry a valid authority letter along with a photocopy of Identity Card issued by Service Provider.

7.5 Overloading & Under loading:

i) Any penal freight for overloading charged by the ways for any consignment shall be payable by the Purchaser. However, if overloading is detected from any particular colliery, consistently during three (3) continuous months, on due intimation from the Purchaser to this effect, the Seller undertakes to take remedial measures.

7.6 The weightment at the loading end shall be final and binding for all commercial purposes.

8. Refund of EMD for Unsuccessful Bidders:-

In case of unsuccessful Bidders, EMD shall be refunded by the Service Provider after the auction is over, on the Bidder's request. However, if no such request is received the Service Provider 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, a successful Bidder fails to make payment for the coal mill rejects 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 6.2 of this document, and/or,

9.2 If the successful Bidders does not lift the booked quantity within the stipulated validity period, the proportionate Security Deposit @ of Rs. 5/- per ton for coal mill rejects for the unlifted quantity would be forfeited.

Such forfeiture shall be made only if the balance Unlifted Quantity is equal or more than a Truck Load i.e. 9 or 10 tons as applicable.

Such forfeiture, however, would not take place if the Seller 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 a truck load.

9.3 If the Buyer cancels the order after booking, the EMD @ of Rs. 5/- per ton for coal mill rejects shall be forfeited for the order cancelled.

9.4 Any default from the payment & lifting schedule or if the purchaser, including, but not limited to, the agents and workmen are found indulging in illegal unauthorized activities in NTPC Dadri premises, the sale order shall be cancelled and EMD @ of Rs. 5/- per ton for coal mill rejects will stand forfeited without reference to the purchaser. This will be without prejudice to the other rights of the seller.

Below Penalty clause will be applicable.

Penalty Clause if any buyer is established guilty of theft	
1st instance	EMD and material value forfeiture
2nd instance	Debar for 6 months

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.

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 EMD.

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 anyone 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 EMD 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 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, NTPC Dadri (for issues pertaining to NTPC Dadri). 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 BTPS (for issues relating to NTPC Dadri). 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.

No extension in time related to Full payment of material value for successful bidders will be accepted.

SPECIAL TERMS & CONDITIONS FOR COAL MILL REJECT

1. Material: Coal Mill Rejects consisting of hard shale, stones, hard coal pieces which are rejected by Coal Mill/ Pulvariser. Bidders are advised to check the condition and composition of lot.

i. GST (HSN code 2701, present 5%)

ii. TCS (present 1%)

iii. Compensatory cess (present Rs.400/MT) will be extra and on buyer's account

ARBITRATION: "In the event of any dispute or difference relating to the interpretation terms application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to a sole Arbitrator to be appointed mutually by the parties. In case parties fail to appoint the sole arbitrator within 30 days of the invocation of arbitration, the same will be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The language of the arbitration shall be English. The place where the concerned office of M-Junction conducting the auction event is situated shall be the venue of such arbitration proceedings. The cost of the arbitration proceeding will be borne equally by the parties to the arbitration. The Award of the arbitrator shall be final and binding on the parties."

- i. **Goods will be sold 'AS IS WHERE IS', NO COMPLAINT AND COMPLETE CLEARING OF SITE BASIS.** Bids will be deemed to have been made on the clear understanding that Bidders have satisfied themselves fully in regard to the nature, condition, quality and quantity of goods upon inspection or otherwise. No error, omission or mis-statement or mis-description or printing mistake whatsoever and howsoever made or published whether in the catalogue or otherwise and no defects or faults in the goods shall annul the sale or be the subject of any claim on the part of the Bidder and no claim for compensation or otherwise be entertained by Client. Further, Client will take it for granted that the Bidders have fully read and understood the language, spirit and objective in these "terms and conditions of sale" of the materials before making any bid and that there does not exist any ambiguity whatsoever in the expressions.

Before participating in e-auction bidders must satisfy themselves with the quality of the coal mill rejects being offered from a source.

Participation of auction consumers in the bidding process through this notice will mean that the bidder accepts and agrees for all the terms and conditions of the scheme as well as this notice in totality.

10. **Refund of Coal mill rejects value:**

The balance coal mill rejects value of the unlifted quantity after the expiry of the validity period for supply of coal mill rejects and completion of required commercial formalities shall be refunded subject to forfeiture of EMD if required, in terms of the forfeiture clause as above.

11. **General Terms & Conditions:**

11.1 The coal mill rejects procured under e-Auction is for use within the country and Notfor Export.

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

11.3 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 the Service Provider.

11.4 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 e-Auction floor by clicking the "Bid" button. During the auction if the incremental Bid price is more than 50% of the immediate preceding Bid price, then the system will seek a re-confirmation from the Bidder before the Bid is registered.

11.5 There is no provision for Bidding in decimals. The Bidder shall be solely responsible for all consequences arising out of the Bid submitted by him (including any wrongful Bidding by him) and no complaint /representation will be entertained by the Service Provider/Seller in this regard.

11.6 The decision of the Seller in matters related to this e-Auction shall be final and binding on the Bidders / Buyers.

11.7 Quantity mentioned in notice are only indicative and may undergo a change depending on factors like actual production of coal mill rejects, bottlenecks in coal mill rejectstransportation etc.

11.8 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 coal mill rejects shall not be acceptable.

11.9 Seller / Service Provider reserve the right to cancel the sale of coal mill rejects 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.

11.10 Seller 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.

11.11 While the sale under e-auction is independent both parties shall be entitled to claim and recover from the other any excess or differential tax and statutory levies as provided in clause 6.6 at any time within a period of 3 years from the date on which the sum becomes recoverable. Both parties shall have a lien on any sums of money belonging to the other, which may come to their possession or control to the extent of the sum recoverable from the other.

11.12 In the event of any dispute, Bidder / Buyer is necessarily required to represent in writing to the General Manager (Sales & Marketing) of the concerned Seller, who would deal with the same in a period of one month from such representation. Thereafter, if required the matter be determined by the Director-In- Charge of Marketing of the concerned Seller. Any interpretation of any clause of this will be subject to clarification by Seller, which will be deemed as firm and final. All disputes arising out of this scheme or in relation thereto in any form whatsoever shall be dealt exclusively by way of arbitration in terms of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at Kolkata at a place to be notified by Seller. The arbitrator shall be appointed by the Chairman and Managing Director, Seller upon written request in this behalf. The award rendered by the Arbitrator shall be final and binding on the parties. (The place of arbitration & nomination of arbitrator be varied appropriately in view of the Seller involved)".

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