

Annexure-II

TERMS&CONDITIONSOFSPECIALe-AUCTIONFORSALEOFCOALFROMTALABIRAI&IIIOCP SPECIALTERMSANDCONDITIONS

(1) Eligibility:

Any Indian user/Buyer (viz. individual, partnership firm, companies etc.) or their authorized agents can participate in e-Auction for procurement of coal on as is where is and no complaint basis only.

- 1.1 NLCIndia Limited(NLCIL),the Owner/Seller,will be hereinafter referred to asNLCILandM/s. mjunction services limited, the Selling Agent of the NLCIL, will be hereinafter referred toasmjunction. Unless a contrary intention appears from the context, wherever the word,buyer, purchaser, successful bidders are used, it will be construed as successful bidder. The Special Terms & Conditions (STC) and General Terms and Conditions (GTC) displayed on the e-Auction Website of mjunction shall be construed to be an integral part of the offer and theBidder may like to download the same for their record. However, in case of any conflict between the STC and GTC, the STC shall prevail.
- 1.2 Before the bid is accepted, the bidder shall pay in full all sums of money due to the seller in regard to anyprevious supply of coal to the bidder if there are any arrears the seller shall be entitled not to consider suchbids.

(2) Registration:

- 2.1 Before participation in the e-Auction, a prospective Buyer shall be required to get itself /himself registered with mjunction Limited appointed by NLCIL for conductinge-Auctions. Registration is to be done online by visiting the Website of mjunction viz **www.coaljunction.in** or at any of the front offices of mjunction services limited. Thereafter,bidders will be required to submit documents such as copy of Income Tax return (latest), PAN Number, GST Registration Certificate, SSI Registration, Trade License, if applicable, Passport size photograph, registration fees etc,.
- 2.2 During registration, all-prospective Buyers will generate their own Unique UserID and a password with which they can login.
- 2.3 Mjunction shall issue Photo Identity Card to their registered bidders duly authenticating the identity signature, indicating a Unique Registration Number allotted to them.
- 2.4 Only one registration will be done against one PAN. However, based on more than one independent valid GST registration, more than one registration against a PAN can be considered. In such cases, the details of valid GST Registration will be indicated in each Photoidentity Card.
- 2.5 **EMD PAYMENT:**All Buyers having been registered with mjunction shall have to submit non-interest bearing Earnest Money Deposit (EMD), **at the rate of Rs. 200/- per tonne**, for their required quantity (**Minimum 50 Tonnes and multiple of 50 thereafter**) before the e-Auction. The EMD submitted to mjunction shall be considered as a Global EMD, and it will not be specific for any particular source i.e., Talabira II & III OCP of NLCIL.

The EMD submitted to mjunction will be available for participation in all events conducted on mjunction e-Auction portal, as long as the required amount of EMD is available in the bidders account with mjunction.

ProcessforEMDsubmission

EMD can be submitted by bidders through RTGS, NEFT or Net banking mode only. EMD submitted through any other mode will not be considered.

1. RTGS/NEFT

For making EMD payment through RTGS/NEFT Mode the bidder has to login to mjunctionportal and has to generate EMD Pay-In slip. The Pay-In slip will have the required details forremitting the EMD through RTGS/NEFT which will be submitted by the bidder to their banker.TheEMD“Pay-In slip” can begeneratedthroughthefollowingprocess.

Login to www.coaljunction.in > Click on EMD Management > Select “ CMS / RTGS > Click on“Submit”afterreadingallTerms&Conditions>FillindesiredEMDamount&clickon“Submit“>PrintthePay-inSlip.

ImportantNoteforRTGS/NEFTtransaction:

- a) Bidders need to select IDBI/ INDUSIND RTGS mode only.
- b) EMD should be submitted atleast 24 working hours before the start of the e-auction.

2. NETBANKING(Online Mode)

The bidders will also be able to submit their EMD to mjunction through Net-banking and thefollowingprocesshastofollowed–

Login to www.coaljunction.in > Click on EMD Management >Select “Online” > Fill in desired EMD amount> Select the preferred bank from the list > and click on“Submit” after readingall the guidelines > The page will be redirected to the Net Banking portal where bidder has to enter their User ID and Password to log in and there after complete the transaction.

On successful transfer a Transaction ID is generated which has to be noted by bidder forfutureany reference.

After the transaction bidders can log into mjunction portal and can check the e-ledger balance. If the transaction is complete then the transferred amount would be reflected in the e-ledger.

ImportantNoteforNet-bankingtransaction:

a) Any banking charges as applicable for the transaction shall be payable by the bidder forusing this facility, and this would be directly deducted by the bank directly from bidders bankaccount.

b) Mjunction Services Limited shall not be held liable/responsible for any wrong transfer offunds, misuse of user id or password, any link failure / fault at the end or part of SBI /IndusInd Aggregator.

(3) Notification:

- 3.1 NLCIL would draw program for conducting e-Auctions and notify the same, minimum 7 (seven) days in advance, through display on the NLCIL's websites for wide publicity as well as in news papers. The program will be intimated to mjunction services limited accordingly for hosting the same on its websites also.
- 3.2 The e-Auction will be for dispatches by road only. The minimum quantity for bidding would be **50 (FIFTY ONLY) tones** for buyers.

(4) Bidding Process:

- 4.1 The registered Bidders shall, after login and before participation in the actual bidding process, record their acceptance of the Terms and Conditions of the e-Auction.
- 4.2 Before participating in e-Auction, bidders are to satisfy themselves with the quality of coal being offered for sale. The specification of the coal offered for sale is as follows:-

Sl.No	Colliery/Source	Size	GCV
1	Talabira II & III OCP	100mm	3101 - 3400

The purchaser/bidder/buyer shall have to satisfy themselves on inspection of the materials to what they contain and make his/her offer accordingly. The principle of "Caveat Emptor" will apply.

- 4.3 Prospective Bidders are entitled to Bid for the quantity to the extent of amount of available with M/s. mjunction Limited in the bidder's account at the time of bidding.
- 4.4 The Buyers while bidding shall quote their Bid Price per tonne in Indian Rupee as base coal price on **for** NLCIL Talabira II & III OCP basis, exclusive of other charges such as Royalty, additional amount equivalent as per the MMDR ACT 1957/MCR 1960 Act 1957/MCR 1960 Amendment, DMF, NMET, GST, GST Compensation Cess, IT and/ or any other charges, surface transportation charges, Evacuation Facility Charges, Sizing Charges as per CIL Notifications will be applicable at the time of delivery. At the time of lifting/delivery of the material, if there is any change in regard to Royalty, DMF, NMET, GST, GST Compensation Cess, IT and/ or any other charges GST, GST Compensation Cess, IT and/ or any other charges, Surface Transportation Charges, Evacuation Facility Charges, Sizing Charges the same will be charged extra to the buyers/bidders/purchaser's account. For Inter-State sale, IGST @ 5% is applicable.
- 4.5 The following guidelines will be followed for conducting special e-auction.
- (i) The bidder has to bid for a price equal to or above the reserve price to secure consideration in the concerned e-Auction.
 - (ii) Auction shall be conducted on the floor price i.e. reserve price.
 - (iii) Bid price shall be expressed in terms of percentage premium over notified price on the date of bidding. Percentage premium shall remain constant throughout lifting period of the particular e-auction.

- (iv) Bid price shall be subject to revision with the change in notified price of coal by CIL if any. Revised bid price shall be calculated by adding percentage premium over the revised notified price prevailing on the date of supply.
 - (v) Change in bid price shall only be upward in nature i.e. only upward notified price revision shall be considered. In case of downward revision in notified price, the bid at the date of bidding shall prevail at the time of supply.
- 4.6 The date, time and period of e-Auction as notified in advance including closing time on portal of M/s. mjunction shall be adhered to but for the event of force majeure. However, the closing time of e-Auction will be automatically extended up to last Bid time, plus 5 minutes, so that opportunity is given to other Bidders for making an improved Bid.
- 4.7 The bidder shall offer their Bid Price (Per Tonne) in the increment of Rs.10/- (Rupees ten) or in multiples of Rs.10/- (Ten only) during the normal e-Auction period and also during the extended period. The minimum quantity of increment should be **50 Tonnes or multiples of 50 Tonnes**.
- 4.8 While maintaining the secrecy of Bidder's identity, the website shall register and display on screen the 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-bid by another (in part or full) the particular Bidder shall become eligible for making an improved Bid.
- 4.9 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) If two or more buyers bid the same highest price, precedence for allotment will be accorded to the buyer who has placed the bid for the higher quantity.
 - (c) 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) Poste-Auction process:
- 5.1 Each successful bidder will be intimated through e-mail by mjunction 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 value (Basic coal Price + Statutory and other levies + surface transportation charges, Evacuation Facility Charges, sizing charges, additional amount equivalent as per the MMDR ACT 1957/MCR 1960 Act 1957/MCR 1960 Amendment,) with NLCIL, within a period of 7 (SEVEN) NLCIL working days, after the date of closing of e-Auction, in terms of Clause 6. In case the last date of payment happens to be closed holiday for NLCIL or the banking institutions the next working day will be taken as the day of payment.
- 5.3 Equivalent amount of EMD of successful bidder corresponding to successful bid quantity, shall be blocked and will be transferred to NLCIL by mjunction along-with the bid sheet in respect of successful bidders.

(6) Terms of payment:

6.1 The Bid Value for the successful bid quantity to be deposited in advance by the successful bidders for the allotted quantity is given below:

a) **25% Bid value** for the successful bid quantity of coal along with the Royalty, additional amount equivalent as per the MMDR ACT 1957/MCR 1960 Act 1957/MCR 1960 Amendment, DMF, NMET, GST, GST Compensation Cess, IT and/ or any other charges, surface transportation charges, Evacuation Facility Charges, sizing charges as will be applicable at the time of delivery shall be deposited within 7 NLCIL working days after the date of close of e-Auction. On receipt of this payment NLCIL to issue a sale order to the successful bidders for the total allotted quantity on receipt of suitable direction from appropriate authorities. NLCIL shall also issue a Delivery order for 25% quantity.

b) **The balance 75% Bid value** for the successful bid quantity of coal with Royalty, additional amount as per the MMDR ACT 1957/MCR 1960 Act Amendment, DMF, NMET, GST, GST Compensation Cess, IT and/or any other charges surface transportation charges, Evacuation Facility Charges, sizing charges as will be applicable at the time of delivery shall be deposited in **3 equal monthly installments on or before 30th day, 60th day, and 90th day from the date of issue of first sale order.**

c) In case of successful bidders, if the coal value is deposited for less than the installment Quantity but not below 50% of the installment quantity or, 50 tonne whichever is higher, the coal company may accept the payment for the said amount and forfeit the EMD for the unpaid quantity. NLCIL will issue Delivery Order for the coal quantity equivalent to the installment amount paid within the stipulated time. However if the buyer fails to deposit the coal value for at least 50% of the installment quantity or 50 tonnes whichever is higher then the entire EMD of the allotted quantity shall be forfeited.

d) In case of delay in depositing these installments, no delivery order will be issued for the subsequent dispatches and delivery of the coal will be stopped at the cost and risk of the buyer. Delivery will be commenced on receipt of the above remittances only subject to forfeiture of EMD for the failed quantity. The delivery period extensions will not be granted on account of the delay in remitting the monthly installment payments.

e) Mineral Concession Rule 1960 has been amended vide Gazette Notification dated 04.10.2021 wherein following provisions were made.

(i) the additional amount shall be in addition to royalty or payment to the District Mineral Foundation and National Mineral Exploration Trust or any other statutory payment or payment specified in the tender document or the auction premium (wherever applicable).

(ii) Ad valorem royalty for the purpose of calculating the additional amount for coal and lignite shall be based on National Coal Index (NCI) and Representative Price (RP) of coal excluding the taxes, levies and other charges."

f) The additional amount based on NCI and RP shall be borne extra by the successful bidders. For the purpose of this auction, since the requisite data for October 2021 is not available in the web domain of the MoC, the data for August 2021 NCI & RP shall be taken into consideration for the time being in order to calculate the additional payment to be charged to the successful bidders. As the NCI and RP are declared on monthly basis by MoC in the end

of the subsequent month, the requisite data for subsequent months(as and when declared) would be taken for the final calculation of the additional amount and on completion of entire lifting period any differential amount shall be adjusted from the security deposit.

- 6.2 EMD amount shall not be treated as an adjustment towards the coal value, but would stand converted into a 'Security Deposit' for performance of the bidders towards completion of the said transaction.
- 6.3 **The above security deposit(as converted from the EMD amount)would be refunded to the successful bidder, only after completion of lifting of coal**, after deducting for any loss or damages caused to NLCIL's properties, while lifting the coal. However, in the event of default in performance by the bidder, the provision of forfeiture of the 'Security Deposit' as stipulated, would be applicable.
- 6.4 The coal value as in Clause 6.1 above shall be deposited by way of demand draft /pay order, drawn in favour of M/s. NLCIL, payable at Neyveli, Tamil Nadu, along with the debit advice issued by the bank, certifying that the DD/pay order has been issued, by debiting the account of the concerned Buyer. Delivery orders shall be issued for the respective quantity only for which the payment is received in Advance. The buyers shall also have the option of making e-Payment through NEFT/RTGS.

The Bank details of Talabira Project:

**State Bank of India,
Block-2,Neyveli 607801,TamilNadu.
Current Account No. 00000038241706225
IFSC Code No. SBIN000958.**

(7) Procedure of Coal Delivery:

- 7.1 NLCIL shall issue separate Delivery Orders to the successful bidders in terms of Clause 6 after realization of each installment of payment. The Buyer has to submit the option before the issue of the Sale / Delivery Order for movement of the coal "within State" or "outside State" and the Sale / Delivery Order would indicate the same accordingly. However, the challan issued by NLCIL shall indicate the destination.
- 7.2 The period to complete lifting of the entire sale quantity coal by road shall be **120 days** from the date of issue of First Sale Order. **Extension of validity beyond 120 days will be at the sole discretion of NLCIL based on merits.** Coal sold, but not removed within the above specified period will become the property of NLCIL and it has the right to sell the unlifted quantity in any manner as NLCIL may deem fit without any notice.
- 7.3 It is the responsibility of the Purchaser/Buyer/Bidder to take delivery of the coal from the mine, strictly adhering to the safety pre-cautions and the provisions of Environment Protection Act. The transportation of coal from Talabira II & III OCP to the bidders premises shall be the responsibility of the buyer only and they shall not give any room for complaint of pollution, whatsoever.
- 7.4 Refund of EMD for Unsuccessful bidders: In case of unsuccessful bidders, EMD shall be refunded by the Buyer after the e-Auction is over, on the bidder's request. However, if no such request is received the Buyer will retain the EMD for participation in e-Auction in future.

- (8) For feature of EMD:-The EMD submitted by the successful Bidders will be liable for forfeiture in the following cases:-
- 8.1 If after completion of e-Auction, the successful bidder fails to make payment for the coal value including all other charges within the stipulated time, the proportionate EMD equivalent to the failed quantity shall be forfeited subject to the provisions at Clause 6.0.
- 8.2 If the successful bidder does not lift the booked quantity within the stipulated validity period, the proportionate Security Deposit @ Rs.200/- per Tonne (as converted from the EMD amount) for the unlifted quantity would be forfeited. Such forfeiture shall be made only, if the balance Unlifted Quantity is equal to or more than a Truck Load, i.e.9.0 tonnes as applicable. Such forfeiture, however, would not take place, if NLCIL has failed to offer full or part of the successful bid quantity within the validity period. In such cases again, no forfeiture would take place, if the balance quantity is less than a truck load, i.e.9.0 Tonnes.
- 8.3 If the Buyer cancels the order after booking, the EMD @ Rs.200/- per tonne for the booked quantity shall be forfeited for the order cancelled.
- (9) **Refund of coal value:** The balance coal value of the un-lifted quantity after the expiry of the validity period for supply of coal and completion of required commercial formalities shall be refunded subject to forfeiture of EMD/SD if required, in terms of the forfeiture clause as above.
- (10) Royalty, Taxes and Duties etc.:
- 10.1 Royalty, additional amount as per the MMDR ACT 1957/MCR 1960 Act Amendment, DMF, NMET, GST, GST Compensation Cess, IT and/or any other charges /levies/taxes/cess/duties, surface transportation charges, Evacuation Facility Charges, sizing charges as per CIL Notification will be applicable at the time of delivery on the sale of materials covered under this e-Auction shall be borne by the successful bidder/purchaser/buyer. Present Royalty is 14% of the basic price, DMF @ 30 % on Royalty, NMET @ 2% on Royalty, CGST @ 2.5 % & SGST @ 2.5 % (on basic price, Royalty, DMF & NMET), and GST Compensation Cess @ Rs. 400/- Per ton. Income Tax: 1% on total Sale Value without Form 27-C and With Form 27-C is Nil.
- 10.2 At the time of lifting/delivery of the material, if there is any change in regard to CIL Notified Price for Coal royalty, additional amount equivalent to royalty as per the MMDR ACT 1957/MCR 1960 Act Amendment, DMF, NMET, IGST, CGST and SGST, GST Compensation Cess, Income Tax or any other statutory levy, surface transportation charges, Evacuation Facility Charges, sizing charges as per CIL Notification then the same will be brought to the notice of the buyer/bidder/purchaser and will be charged extra to the buyer/bidder/purchaser account.
- 10.3 The Bidders should give their Bids exclusive of Royalty, additional amount as per the MMDR ACT 1957/MCR 1960 Act Amendment, all Statutory Charges, Duties, Taxes and surface transportation charges, Evacuation Facility Charges, sizing charges as per CIL Notification and any other Levies.
- 10.4 Royalty, additional amount as per the MMDR ACT 1957/MCR 1960 Act Amendment DMF, NMET, GST, GST Compensation Cess, IT and/or any other charges/levies/taxes/cess/duties, surface transportation charges, Evacuation Facility Charges, sizing charges as per CIL Notification Statutory Charges, Duties, Taxes and any other levies as applicable, will have to be paid over and above the quoted rate.
- 10.5 For Interstate Sale, IGST @ 5% is applicable.
- 10.6 As Government of India Notified collection of GST Compensation Cess for the sale of Coal at

the rate of Rs.400 per M.T. All the successful buyers are required to remit this GST Compensation Cess along with the other taxes and duties.

- 10.6. Government of India have introduced collection of INCOME TAX @ 1% on the total sale value of coal w.e.f.01-07-2012 VALUE UNDER SECTION 206C OF INCOME TAX ACT 1961. The said tax will have to be borne by the Buyer / Bidder / purchaser of the material and have to be submitted along with the material value at the time of issuance of sale/ delivery orders.
- 10.7 Tax is required to be collected if the goods purchased are used for trading. If however, the goods purchased are to be utilized for the purpose of manufacturing, processing or producing article or things the provision of section 206-C of Income Tax Act, 1961 will not apply and tax need not to be collected. But for the benefit of exemption from collection of tax the successful Buyer/Purchaser/Bidder has to furnish in duplicate a certificate in Form No.27-C prescribed under Rule 37-C of Income Tax Rules the same (Form No.27-C) has to be produced at the time of making payment for delivery of the materials.

The sale/ delivery order will be issued to the Buyer/Purchaser/Bidder only after receipt of the above tax with surcharge by D.D or after receipt of the exemption certificate in Form 27-C.

(11) General Terms and Conditions:

- 11.1 The coal procured under e-Auction is for use within the country and not for 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 mjunction.
- 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-Auction floor by clicking the Bid button.
- 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 them (including any wrongful bidding by them) and no complaint/representation will be entertained by mjunction / NLCIL in this regard.
- 11.6 The decision of the Competent Authority of NLCIL in matters related to this e-Auction shall be final and binding on the bidders/Buyers.
- 11.7 Quantity mentioned in notice is only indicative and may undergo a change depending on factors like actual production of coal, bottlenecks in coal transportation etc.
- 11.8 Notwithstanding anything contained in the auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale of the coal is on '**as is where is and no complaint basis**' only. The purchaser/ bidder/buyer shall have to satisfy himself on inspection of the Lot as to what it contains and make his/her offer accordingly. No plea of misunderstanding or ignorance of conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of CAVEATEMPTOR (let the buyer be aware) will apply.
- 11.9 There will not be any joint/ third party sampling facility extended to any buyer. Refusal on account of non-suitability and /or sub-standard quality for the allotted quantity of coal shall not be acceptable.

- 11.10 NLCIL / mjunction reserves the right to cancel the sale of coal 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.
- 11.11 NLCIL/mjunction 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.
- 11.12 Sale under each e-Auction shall be an individual, independent, unique and complete transaction.
- 11.13 NLCIL/mjunction will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes or other contingencies whatsoever. In case of such force majeure conditions, the period of delivery shall automatically get extended proportionately. The buyer/bidder/purchaser shall not be entitled to cancel the contract.

11.14 Conduct during Delivery:-

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

11.15 Compliance with Safety Rules :-

During the delivery period, the loading and dispatch of coal within the Talbira II & III OCP premises will be governed by the Mines Act and Rules, and NLCIL's Security and Safety Rules as applicable.

11.16 The buyer shall observe all statutory and safety measures. The suggestions given by the Safety Officer, Talabira II&III OCP, NLCIL shall be scrupulously followed.

Blacklisting:

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

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

11.18 Transportation of coal will be allowed with the specific permission obtained from NLCIL's officers authorised by Manager, Talabira II & III OCP, NLCIL. The safety precautions and procedures shall be followed.

11.19 The material will be delivered only to the successful bidder/buyer/purchaser or their authorized representatives against presentation or photo pass issued by mjunction. If the successful Bidder/ Buyer/Purchaser desires to authorize a representative or an agent for delivery, in such case, the bidder/purchaser/buyer shall produce suitable power of attorney or authorization letter duly attested by a Notary Public authorizing his representative or agent to lift the materials from NLC India Limited premises.

[Click Here to View/Download the format of Letter of Authority.](#)

11.20 Employees of NLC India Limited /mjunction are not eligible to participate or to represent on any one's behalf in the e-Auction.

11.21 Loading of coal in the buyer's trucks will be done by Talabira II & III OCP. Picking the coal at random is not allowed.

11.22 The entire area for this delivery work is under the control of OISF/Security personnel. The buyers and their authorised person's movement is restricted strictly within the delivery area only. If they are found roaming in other areas of Talabira II & III OCP severe action will be taken not only against the them, but, also on the successful bidders/buyers for trespassing.

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

11.24 Termination/ Breach of Contract:- In the event of bidder's failure to fulfill any of the contractual obligations including non-lifting the contracted materials under this agreement, mjunction/NLCIL's decision in regard to bidder's failure being final and binding on the bidder. Mjunction/NLCIL shall have the full liberty to do any or all of the following:-

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

AND/OR

Retain and / or adjust, recover from bidders any amount lying with mjunction / Owner(NLCIL) to the bidder's credit either under this contract or any other which may at any time become payable / refundable to the bidder either under this contract or any other contract, the amount of losses or damages or claim that might be incurred by mjunction/ Owner in selling the materials under contract not taken delivery by the bidder at bidder's risk and costs. Even after such recovery / adjustment by mjunction / Owner from bidder any amount as mentioned above lying with mjunction / Owner, if any further amount is still found payable / refundable by the bidder, the bidder shall pay the same to mjunction on demand without any objection or demur.

11.25 Mjunction shall have the right to issue addendum to the e-Auction document to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued shall form part of original invitation to e-Auction.

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

11.27 **Resolution of Disputes and Arbitration:**

[PLEASECLICK HEREFORTHE ANNEXUREOFARBITRATIONTERMS.](#)

Resolution of Disputes and Arbitration:

Dispute Resolution and Arbitration:

In the event of any dispute and / or difference arising between the Bidder/Buyer and / or their Agent and NLCIL as to the construction, interpretation and / or execution of the contract and / or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to herein below mentioned Dispute Resolution Mechanism.

- (i) If the Bidder is a PSE :- In the event of such dispute or difference, the same shall be referred by either party to the Arbitration of one of the Sole Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding on the parties to the dispute, provided, however, any party aggrieved by such award may make a

further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decisions shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of Arbitration as intimated by the Arbitrator. The procedure to be adopted in the case of arbitration shall be in accordance with the Circulars/Guidelines as may be issued by the GoI from time to time.

- (ii) If the Bidder is Private Contractor [Other domestic Contractors]: - The parties agree to use reasonable efforts to resolve all disputes equitably and in good faith. If any dispute between the parties arises it shall in the first instance be referred in writing to the NLCIL who shall endeavor to resolve the dispute amicably and render a decision within 30 days. The period of 30 days shall be reckoned from the date of receipt of the intimation of the dispute by the Corporation. Save as hereinafter provided, in respect of a dispute so referred, the decision of the Corporation shall be final and binding upon the parties until completion of the transaction and shall forthwith be given effect to by both parties. If the Party is dissatisfied with the decision rendered by NLCIL, or if the NLCIL omits or declines to render a decision within the said period of 30 days, then within a further period of 30 days, the dissatisfied Party shall require by a notification that the dispute shall be referred to Conciliation in the manner as per the 'NLCIL Conciliation Rules', copy of which is available with the NLCIL offices and the Buyer shall abide by the 'NLCIL Conciliation Rules' as amended from time to time. Such a notification shall be in writing and it shall be duly served on the other party. The Conciliation shall be held at Neyveli/Chennai. Conciliation proceedings shall be conducted in English. Once the settlement agreement is signed with respect to a dispute, the same dispute is not subject to further appeal through Judicial Proceedings or Arbitration. The rights and obligations of the Parties shall remain in full force and effect during the Conciliation proceedings. The provisions of the 'Arbitration and Conciliation Act 1996-Part-III' as amended from time to time shall be applicable to above Conciliation proceedings. Only in case of failure to resolve the dispute through Conciliation, Arbitration can be resorted to. In case of failure to resolve the dispute through Conciliation, Arbitration can be resorted to by either Party by notification in writing which shall be duly served on other Party. The Arbitration shall be held in accordance with the Arbitration and Conciliation Act 1996. The Arbitration shall be held at Neyveli/Chennai, TamilNadu. The Arbitration proceedings shall be conducted and the award shall be rendered in English. The award shall state the reason upon which it is based. There shall be the arbitrators of whom each party shall appoint one. The party requesting that the dispute be referred to arbitration shall, within thirty days of the notification in terms of provision as stated above, appoint an Arbitrator as also call upon the other party to appoint an Arbitrator within 30 days. The two Arbitrators so appointed shall within 30 days of the date on which the second of them is appointed agree on the third Arbitrator who shall act as the Presiding Arbitrator of the Tribunal. This agreement and the rights and obligations of the parties, shall remain in full force and effect and shall, if reasonably possible, continue till the passing of the Award. For the purpose of this clause, the terms Dispute shall include a demand or difference of any kind whatsoever, arising out of the contract and respecting the performance, of the contract, whether during the Contract Period including extensions if any, or after completion, and whether before or after Termination, Abandonment or Breach of the Contract [Except as to any matter, the decision of which is specifically otherwise provided for in Contract]

11.28 Jurisdiction: The Civil Courts at Neyveli, TamilNadu shall have exclusive jurisdiction in relation to any matter arising under or in connection with these Terms and Conditions.