

**Special Terms and conditions for disposal of scrap “Coal Mill Reject” (CMR) & Stone Boulders through E-auction conducted by M/s Mjunction Services Limited**

**Date of Auction : 30.06.15 at 3.30 pm for 1 hour**

**Min Bid Qty , Max Bid Qty & Acceptable Bid Multiple : 20,000 mt**

**Quantity:**

The total quantity of “Coal Mill Reject” (CMR) & stone boulders for disposal shall be 20,000 MT each  $\pm 20\%$  respectively and will be sold on “As is where is basis”, which is lying in open space from “EDC to NTPC-Badarpur gate no 2” inside NTPC-Badarpur compound. The total quantity of coal mill reject and stone boulders are homogenous in nature.

**Payment Terms:**

Payment should be in one installment for the entire lot within 7 bank working days. The payment shall be made through “RTGS” in NTPC-Badarpur account directly. Default in payment and default in lifting of coal mill reject and stone boulders by the buyer, shall be governed as per General Terms and conditions of E-auction conducted by M/s Mjunction. No interest shall be paid to the purchaser on the amount paid towards Pre Bid EMD / EMD / Security Deposit or Deposited by him as advance for lifting of Coal mill reject and stone boulders, subsequently found refundable to the purchaser for any reason.

The details of NTPC Badarpur account is as follows:

- I) NTPC Badarpur Account No : 30052121023, State Bank of India
- II) Branch IFSC Code : SBIN0002296, Badarpur branch
- III) MICR No. : 110002010
- iv) Branch Code : 2296

**EMD:**

EMD would be @Rs.10.00 per MT for CMR and @Rs.5.00 per MT for stone boulders, which is to be submitted by DD/RTGS or in any suitable mode as advised by the Mjunction Services Ltd at least one day before of e-auction date in favour of mjunction services ltd and subsequently same shall be converted into security deposit of the H1 bidder.

The EMD has to be deposited through CMS or RTGS or Online mode: further information can be obtained by calling our toll free help line 180041920001

**Inspection date**

The inspection dates for the material would be from 22nd June 15, 2015 to 26th June 15, 2015. The inspection of the materials will be done by the prospective buyers at NTPC Badarpur plant with prior intimation to the NTPC personnel mentioned below.

Time-

Name of NTPC personnel with phone number-

Auction Registration and material queries to be attended by mjunction:

Arijit Paul -9163348277

Afsar - 9643004723

**Free Lifting Period:**

Free lifting period for lifting of coal mill reject (CMR) and stone boulders shall be 90 days for each lot from the date of issue of Sale Release Order (SRO) by NTPC-Badarpur. Delivery period against each lot is considered independent of other lot. Thus, the successful bidder has to lift total quantity of each lot of 20,000 MT of CMR & 20,000 MT of Stone boulders in 90 days. Further, the agency should ensure that at least 7,000 MT of each Lot is lifted in 30 days period from the date of issue of "Sale Release Order by NTPC-Badarpur. However, on specific request of the agency, the vehicle reporting time may be reviewed to facilitate daily offtake to meet the delivery schedule.

**Delivery:**

The delivery of coal mill rejects and stone boulders shall be made against issue of Sale Release Order by NTPC-Badarpur after receipt of confirmation from M/s Mjunction in respect of successful buyer and after receipt of full payment with taxes for coal mill reject and stone boulders for each Lot as per e-auction terms & conditions. The Coal mill reject and stone boulders shall be delivered strictly on "As is where is basis" & weighment basis. SCREENING / PICK & CHOOSE SHALL NOT BE ALLOWED. The buyer shall take complete delivery of coal mill reject and stone boulders from BTPS premises. JCB and other material handling equipment and labors shall be arranged by the buyer for lifting of Coal mill reject and stone boulders on their own cost. NTPC shall not make any such arrangement on behalf of the buyer.

**Late Payment penalty:**

If the payment is not made within the free payment date mentioned in the acceptance letter, the payment may be accepted on the discretion of NTPC up to a period of two weeks from the last date of payment on payment of additional late payment penalty @ 1 % per week on the total sale value.

**Ground Rent:**

The successful bidders are required to lift the materials i.e. coal mill reject & Stone Boulders within the free lifting period from the date of Sale Release Order issued by NTPC-Badarpur. In case the materials are not lifted within the free lifting period, ground rent @2% of the value of materials per week shall be recovered till such time, the material is actually lifted by the buyer or the payment deposited by the buyer is exhausted, whichever is earlier in order to realize the ground rent.

**Anti-Fraud Policy:**

The parties/agencies/bidders are required to submit undertaking that we along with our associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the fraud policy of NTPC, displayed on NTPC tender website <http://www.ntpctender.com> as well as attached with the tender of Mjunction.

**Policy and Procedure for Banning of Business Dealing:**

The parties/agencies/bidders are required to submit undertaking that we along with our associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the policy and procedure for banning of business dealing of NTPC, displayed on its tender website <http://www.ntpctender.com> as well as attached with the tender of Mjunction.

**Termination:**

NTPC reserve the right to terminate the contract either in part or full. In such an event, NTPC shall give 15 days' notice in writing to the buyer upon receipt of which the buyer shall discontinue the lifting of " Coal mill reject "(CMR) and "stone boulder" on the date and to the extent specified in the notice.

**Arbitration:**

The disputes, if any will be referred to arbitration in accordance with the provisions of "The Arbitration and Conciliation Act 1996, including any statutory modifications or re-enactment thereof and the rules made there under. Place of arbitration shall be New Delhi.

**Jurisdiction:**

Any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of the courts at Delhi only in all matters under this agreement.

## **1. Eligibility:**

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

## **2. Registration:**

2.1 Before participation in the e-Auction, a prospective Buyer shall be required to get itself / himself registered with mjunction for the purpose, by submitting an application in the prescribed format available on the website [www.coaljunction.in](http://www.coaljunction.in). The application shall be made along with the required documents such as copy of PAN Number, Sales Tax / Vat Registration Certificate, Trade License (if applicable), Bank Certificate, Passport size photograph, etc. as prescribed by mjunction.

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 will be available in mjunction's website [www.coaljunction.in](http://www.coaljunction.in)

2.3 mjunction shall issue "Photo Identity Card" to their registered buyers duly authenticating the identity & signature, indicating a "Unique Registration Number" allotted to them.

2.4 All Buyers having been registered with mjunction shall also have to furnish non-interest bearing Earnest Money Deposit (EMD), with mjunction. This EMD shall not be specific for a particular eAuction and shall be available with mjunction for participation in all the e-Auctions conducted in Coaljunction platform as long as the required amount of EMD is available in the buyers a/c. with mjunction.

## **3. Bidding Process**

3.1 The registered Buyers shall be required to record their acceptance after login, of the (1) Terms & Conditions of the e-Auction and (2) Terms of Use, before participation in the actual Bidding Process.

3.2 Before participating in e-Auction, buyers are to satisfy themselves with the quality of material being offered from a source.

3.3 Prospective Buyers are entitled to Bid for the quantity to the extent of amount of EMD, which is available with mjunction in the buyer's account at the time of bidding.

3.4 The Buyers while bidding shall quote their "Bid price" per tonne in Indian Rupee as base price basis, exclusive of other Taxes & Duties as applicable. These charges as well as loading, transportation, etc. shall be on the Buyers' account.

3.5 Mjunction services Ltd shall fix the start bid price for the products to be auctioned along with the mandate (offer) to conduct the e-Auction which will be displayed in the auction schedule at [www.coaljunction.in](http://www.coaljunction.in). The eligible buyers will have to place their bid equal to / greater than the "Start Bid" price. Prices achieved (Bid price) through e-Auction is subjected to approval and NTPC Ltd reserves the right to reject the same without providing any reasons.

4.6 The date, time and period of e-Auction as notified in advance including closing time on portal of 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 Buyers for making an improved Bid on that item.

4.7 The Buyer shall offer his Bid price (per tonne) in the increment of Rs.10/- (Rupees ten) during the Normal e-Auction period. During the extended period of first two (2) hours, the Buyer shall offer his Bid price in the increment of Rs.20/-. Beyond this extended period of two hours the bid price increment would be Rs. 50/- (Rs.Fifty ) only.

4.8 While maintaining the secrecy of Buyer's identity, the web site shall register and display on screen the lowest successful Bid price at that point of time. The system will not allow a Buyer to Bid in excess of his entitled quantity as per his EMD. However once a Buyer is out-bided by another (in part or full) the particular Buyer shall become eligible for making an improved Bid.

4.9 Following criteria would be adopted in deciding the successful buyers:-

- 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. Post e-Auction process:**

5.1 mjunction shall provide Lot confirmation letter to successful bidders through e-mail and web-site within 24 hours of closure of e-Auction. However, it will be the responsibility of the buyer to personally see and download the result displayed on website, on the same date after closure of e-Auction.

5.2 The successful buyers after the e-Auction will be required to deposit material value (non interest bearing) equivalent to the value of bid (plus full CST as applicable) with NTPC Ltd, within 7 working days from the e-Auction date as mentioned under general terms.

5.3 The successful buyer will also be required to submit the declarations (Annexure –VI & VII) as per the general terms of NTPC Ltd.

5.4 Equivalent amount of EMD of successful buyer corresponding to successful bid quantity, shall be blocked and can be adjusted with the material value deposited to mjunction.

## **6. Refund of EMD for Unsuccessful buyers:**

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

## **7. General Terms & Conditions:**

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

7.2 Buyers must always ensure to keep their email address valid. In any case Buyers can not 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.

7.3 Buyers 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 Buyer before the bid is registered.

7.4 There is no provision for bidding in decimals. The Buyer 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 mjunction/ NTPC Ltd in this regard.

7.5 The decision of NTPC Ltd in matters related to this e-Auction shall be final and binding on the buyers / Buyers.

7.6 The materials will be sold 'as is where is' & 'no complaint' basis. Bids will be deemed to have been made on the clear understanding that intending buyers have satisfied themselves fully in regard to the nature, condition, quality and quantity of goods upon inspection.

7.7 NTPC Ltd / mjunction reserve the right to cancel the sale of the materials 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.

7.8 NTPC Ltd 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.

7.9 Sale under each e-Auction shall be an individual, independent, unique and complete transaction.

Ref: NTPC / Badarpur/Stores

Date: 19.06.2015

Annexure-VI

Subject: Form of Acceptance of Prevention of Fraud Policy

Name of Contract:

To  
NTPC Limited,  
Badarpur Thermal Power Station,  
Badarpur, New Delhi-110044

Dear Sir,

We have read the contents of the prevention of Fraud policy of NTPC displayed on its tender website <http://www.ntpctender.com> and undertake that we along with our associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Fraud policy of NTPC.

Yours faithfully,

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....



Ref: NTPC/Badarpur/Stores

Date: 19.06.2015

Annexure-VII

Subject: Form of Acceptance of Policy and Procedure for Banning of Business Dealing

Name of Contract:

To  
NTPC Limited,  
Badarpur Thermal Power Station,  
Badarpur, New Delhi-110044

Dear Sir,

We have read the contents of the prevention of Policy and Procedure for Banning of Business Dealing of NTPC displayed on its tender website <http://www.ntpctender.com> and undertakes that we along with our associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Policy and Procedure for Banning of Business Dealing of NTPC.

Yours faithfully,

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....