

## ANNEXURE-II

### TERMS AND CONDITIONS OF e-AUCTION FOR SALE OF BALL CLAY (MINE-I/IA)

#### SPECIAL TERMS & CONDITIONS

- 1.0 ELIGIBILITY:** Any person interested to buy can participate in e-Auction for procurement of Ball Clay on **'as is where is and no complaint basis only'**. M/s. MJUNCTION/NLCIL reserves the right to alter/withdraw this Clause at any stage in this e-Auction sale, without assigning any reason thereof.

Explanation: For the purpose of the above eligibility the "person" shall mean any individual, general partnership, limited liability partnership, company, co-operative society, trust, society and any other legal entity in India.

- 2.0 NLC India Limited (NLCIL), the Owner / Seller, will be hereinafter referred to as NLCIL and mjunction Ltd., the Selling Agent of the NLCIL, will be hereinafter referred to as mjunction. 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 the Bidder may like to download the same for their record. However, in case of any conflict between the STC and GTC, the STC shall prevail.**

**3.0 REGISTRATION:**

3.1 Before participation in the e-Auction, a prospective Buyer shall be required to get themselves registered with mjunction appointed by NLCIL for conducting e-Auctions. Registration is to be done online by visiting the Website of mjunction **viz [www.coaljunction.in](http://www.coaljunction.in)**. Thereafter, bidders will be required to submit documents such as copy of Income Tax return (latest), PAN Number, **GST Registration Certificate**, SSI Registration, Trade License, if applicable, Passport size photograph, registration fees etc. or at any of the front offices of mjunction.

3.2 During registration, all-prospective Buyers will generate their own "Unique User ID" and a "password" with which they can log in.

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

3.4 Only one registration will be done against one PAN. However, based on more than one independent valid sales tax registration, more than one registration against a PAN can be considered. In such cases, the details of valid Sales Tax Registration will be indicated in each Photo Identity Card.

**4.0 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.50/- per Tonne, for their required quantity (Minimum 100 Tonnes and multiple of 20 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., MINE-I/IA 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. EMD will not earn any interest.

### **Process for EMD submission**

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 mjunction portal and has to generate EMD Pay-In slip. The Pay-In slip will have the required details for remitting the EMD through RTGS/NEFT which will be submitted by the bidder to their banker. The EMD "Pay-In slip" can be generated through the following process

Login to [www.coaljunction.in](http://www.coaljunction.in) > Click on EMD Management > Select " CMS / RTGS > Click on "Submit" after reading all Terms & Conditions > Fill in desired EMD amount & click on "Submit" > Print the Pay-in Slip

### **Important Note for RTGS/NEFT transaction:**

- a) Bidders need to select IDBI / INDUS IND RTGS mode only
- b) EMD should be submitted at least 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 the following process has to be followed –

Login to [www.coaljunction.in](http://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 reading all 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 thereafter complete the transaction.

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

After the transaction bidders can login to 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.

Important Note for Net-banking transaction:

- a) Any banking charges as applicable for the transaction shall be payable by the bidder for using this facility, and this would be directly deducted by the bank directly from bidders bank account.
- b) mjunction Services Limited shall not be held liable/responsible for any wrong transfer of funds, misuse of user id or password, any link failure / fault at the end or part of SBI / IndusInd Aggregator.

**5.0 VALIDITY OF BIDS:** - All Bids will be valid for acceptance by mjunction for a period of 60 (SIXTY) days from the date of closing of e-Auction, excluding the date of closing. In case both days falls on a holiday or remains closed for mjunction, such Bids will be deemed to be automatically extended to be valid up to the next working day of mjunction.

## 6.0 NOTIFICATION

6.1 The total Ball Clay quantity offered for sale will be displayed in the e-Auction portal along with the Floor Price. Bidders have to quote up to their required quantity at the Floor Price and increase it based on competition.

6.2 NLCIL would draw program for conducting e-Auction per month subject to the availability of the material and notify the same, minimum 7(seven) days in advance, through display on the NLCIL's websites for wide publicity. The program will be intimated to mjunction accordingly for hosting the same on its websites also.

6.3 The e-Auction will be for dispatches by road mode only. The minimum quantity for bidding would be **100 (Hundred) Tonnes and in multiples of 20 (Twenty) Tonnes** up to the entire offered quantity for which they remitted the EMD in advance.

**7.0 INSPECTION:** Bidders/Customers will be permitted to inspect the material during the working Hours between 9.00 AM to 4.00 PM. For inspection of the Ball Clay, interested customers may contact Chief General Manager/MINE-I/IA /or Chief Manager/Sales MINE-I /IA / NLCIL/ Neyveli or his authorised officers. **THE BIDDERS / CUSTOMERS SHALL CARRY THE PHOTO IDENTIFICATION CARD ISSUED BY mjunction, WITHOUT WHICH INSPECTION WILL NOT BE PERMITTED. IN CASE THE BIDDERS/ CUSTOMERS SEND THEIR AUTHORISED REPRESENTATIVE FOR INSPECTION, THEY WILL BE PERMITTED, SUBJECT TO PRODUCING THEIR AUTHORISATION LETTER AND PHOTO IDENTIFICATION CARD (ISSUED BY MJUNCTION).** Photography of the materials put up for the sale is strictly prohibited.

## 8.0 BIDDING PROCESS

8.1 The registered Bidders shall be required to record their acceptance after login, of the Terms and Conditions of the e-Auction before participation in the actual Bidding Process.

8.2 The sale is on '**as is where is and no complaint basis only**'. Before participating in the e-Auction, bidders have to satisfy themselves with the quality of BALL CLAY being offered for sale. The approximate specification of the Ball Clay offered for sale is as follows:

| S.NO                       | CHEMICAL PROPERTIES                       | GENERAL RANGE (% by Mass) |
|----------------------------|---|---------------------------|
| 1                          | Loss on ignition                          | 13.00 - 22.00             |
| 2                          | Silica as SiO <sub>2</sub>                | 32.00 - 54.00             |
| 3                          | Iron as Fe <sub>2</sub> O <sub>3</sub>    | 0.30 - 2.00               |
| 4                          | Alumina as Al <sub>2</sub> O <sub>3</sub> | 32.00 - 40.00             |
| 5                          | Calcium as CaO                            | 1.00 - 3.00               |
| 6                          | Magnesium as MgO                          | 1.50 - 3.00               |
| 7                          | Titania as TiO <sub>2</sub>               | 0.75 - 1.50               |
| <b>PHYSICAL PROPERTIES</b> |   |                           |
| 1                          | Bulk Density (gm/cc)                      | 1.30 - 1.50               |
| 2                          | Specific gravity                          | 2.00 - 2.50               |
| 3                          | Liquid limit (%)                          | 50.00 - 65.00             |
| 4                          | Plastic limit (%)                         | 34.00 - 37.00             |
| 5                          | Atterberg No                              | 14.00 - 25.00             |
| 6                          | Dry Linear shrinkage (%)                  | 7.00 - 8.50               |
| 7                          | Water of Plasticity (%)                   | 12.00 - 32.00             |

**mjunction/NLCIL do not give any assurance or guarantee that the materials will adhere to specification. The purchaser/ bidder/buyer shall have to satisfy themselves on inspection of the material as to what they contain and make his/her offer accordingly. The principle of "Caveat Emptor" will apply.**

- 8.3 Prospective Bidders are entitled to Bid for the quantity to the extent of amount of EMD available with mjunction in the bidder's account at the time of bidding.
- 8.4 The Buyers while bidding shall quote their "Bid Price" per Tonne in Indian Rupee as base Ball Clay price on NLCIL MINE-I basis, exclusive of other charges like taxes, royalty, any other charges as will be applicable at the time of delivery. At the time of lifting/delivery of the material, if there is any change in regard to Royalty **and implications of GST** or any other statutory levy, the same will be charged extra to the buyers/bidders/ purchaser's account.
- 8.5 The bidder has to bid for a price equal to or above the reserve price to secure consideration in the concerned e-Auction.
- 8.6 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 conditions. 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.
- 8.7 The bidder shall offer their Bid Price (Per Tonne) in the increment of Rs.10/- (Rupees ten) and in multiples of Rs.10/- (Rupees Ten only) during the normal e-Auction period and also during the extended period. **The minimum quantity increment should be 20 Tonnes**

**or multiples of 20 Tonnes.**

8.8 While maintaining the secrecy of Bidder's identity, the web site 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.

**8.9 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.

## **9.0 POST E-AUCTION PROCESS:**

9.1 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.

9.2 The successful bidders after the e-Auction, will be required to deposit Ball Clay value with NLCIL, **within a period of 7 (seven) NLCIL working days, after the date of closing of e-Auction. 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.**

9.3 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.

## **10.0 TERMS OF PAYMENT:**

10.1 **The Ball clay value (Basic Ball clay price + Statutory and other levies) to be deposited in advance by the successful bidders shall be computed and deposited without consideration of EMD amount for the successful bid quantity already transferred by MJUNCTION to NLCIL. In other words, the total Ball Clay value to be deposited shall be equivalent to the 100 % Ball Clay value.**

10.2 EMD amount shall not be treated as an adjustment towards the Ball Clay value, but would stand converted into a '**Security Deposit**' (SD) for performance of the bidders towards completion of the said transaction.

10.3 **The above security deposit (as converted from the EMD amount) would be kept till the end of the delivery period. However, in the event of default in performance by the bidder, the provision of forfeiture of the 'Security Deposit' (as converted from the EMD) as stipulated, would be applicable.**

10.4 In case of road supplies, once the Ball Clay value is deposited by way of Demand Draft/Pay Order, drawn in favour of M/s. NEYVELI LIGNITE CORPORATION LIMITED, payable at Neyveli along with the debit advice issued by the Bank, certifying that the DD/Pay Order has been issued, by debiting the account of the concerned Buyer. Sale/Delivery orders shall be issued after the receipt of the payment receipt from the Accounts Centre concerned.

**11.0 MODE OF PAYMENT** : - Payment along with Royalty/Taxes/Duties and other charges must be paid in favour of NLC India LIMITED, Neyveli by way of DD/PO/RTGS or NEFT (Bank (SBI/Neyveli-1); **IFSC Code No. SBIN 0000958, A/C No. 10895129044**), payable at Neyveli, within 7 (Seven) NLCIL Working days, after the date of closing of e-Auction directly to D y. General Manager, Marketing Department, Administrative Office, MINE-I&IA, Block-26, NLCIL Limited, Neyveli 607 803, Tamil Nadu. Beyond which, if no payment is received, the EMD will be forfeited without any notice. 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.

## **12.0 PROCEDURE OF BALL CLAY DELIVERY**

12.1 NLCIL shall issue Sale / Delivery Orders to the successful bidders after realization of payment in terms of Clause 10.4. The Buyer has to submit the option before the issue of the Sale / Delivery Order for movement of the Ball Clay "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.

12.2 NLCIL shall pay the Royalty and arrange to obtain the Despatch way bill from the State Government authorities for the quantity to be despatched for which full payment is received and effect the delivery of Ball Clay to the buyers along with the Permit issued by the Asst. Director (Geology & Mining) T.N.Government.

12.3 The validity period to complete lifting of Ball Clay by road shall be **75 days from the date of Sale order**. Ball Clay sold, but not removed within the above specified period, NLCIL has the right to sell the unlifted quantity in any manner as NLCIL may deem fit without any notice. Any delivery period extension is at the sole discretion of NLCIL, based on merits. If the buyer does not take delivery of the Ball Clay within **75 days**, the sale value of the unsold quantity will be refunded to the bidder, after forfeiting the proportionate **EMD/SD, Royalty/Seigniorage Fee, DMF, Green Fund and GST on RCM basis** for the same. Sale/Delivery orders shall be issued after the receipt of the payment receipt from the Accounts Centre concerned.

12.4 It is the responsibility of the Purchaser/Buyer/Bidder to take delivery of the Ball Clay from the storage yard, strictly adhering to the safety pre-cautions and these provisions of Environment Protection Act. The loading of the Ball Clay and transportation to the bidder's premises shall be the responsibility of the buyer only and they shall not give any room for complaint of pollution, whatsoever.

12.5 The Ball Clay after confirmation of sale left at NLCIL, will remain at the sole risk and responsibility of the purchaser/bidder/buyer. NLCIL will not undertake any liability, whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the material as put up for sale, subject to change by

nature's wear and tear. No complaint will be entertained regarding quality or mis-description for the materials sold once the bid is accepted.

**13.0 REFUND OF EMD FOR UNSUCCESSFUL BIDDERS** : - In case of unsuccessful bidders, EMD shall be refunded by mjunction after the e-Auction is over, on the bidder's request. However, if no such request is received mjunction will retain the EMD for participation in e-Auction in future.

**14.0 Forfeiture of EMD/SD**: - The EMD/SD submitted by the successful Bidders will be liable for forfeiture in the following cases :-

14.1 If after completion of e-Auction, the successful bidder fails to make payment for the Ball Clay value including all other charges within the stipulated time, the proportionate **EMD/SD** equivalent to the failed quantity shall be forfeited subject to the provisions at Clause 11and/or,

14.2 If the successful bidders does not lift the booked quantity within the stipulated validity period, the proportionate Security Deposit @ **Rs. 50/- 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, ie. 9.0 Tonnes.

14.3 If the Buyer cancels the order after booking, the **EMD/SD @ Rs.50/- per tonne** for the booked quantity shall be forfeited for the order cancelled.

**15.0 REFUND OF BALL CLAY VALUE**: The balance Ball Clay value of the unlifted quantity after the expiry of the validity period for supply of Ball Clay 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.

NLCIL shall forfeit the amount towards **Royalty/Seigniorage Fee, DMF, Green Fund, GST on RCM basis, etc., for the un lifted quantity**

**16.0 ROYALTY, TAXES AND DUTIES**:

16.1 Royalty and **GST** as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this e-Auction shall be borne by the successful bidders/ purchaser/ buyer. **Present Royalty/Seigniorage fee is Rs. 100 per tonne, DMF@ 30% of Royalty/Seigniorage fee, Green Fund @ 10% of Royalty/Seigniorage fee (for Intra-State Sale) OR Green Fund @ 50% of Royalty/Seigniorage fee (for Inter-State Sale), GST on RCM basis @18% on Royalty/Seigniorage fee, DMF & Green Fund, CGST and SGST @ 2.5% each for Intra State supplies and IGST @ 5% for Inter State Supplies.**

16.2 At the time of lifting/delivery of the material, if there is any change in regard to Royalty and **implications of GST** or any other statutory levy, then the same will be brought to the notice of the buyer/bidder/purchaser and will be charged extra to the buyers/ bidder/ purchaser account.

16.3 The bidders should give their bids exclusive of Royalty, Taxes and any other levies. Such Royalty, Taxes and any other levies as applicable, will have to be paid over and above the quoted rate.

## **17.0 GENERAL TERMS & CONDITIONS:**

17.1 All Terms and Conditions of Scheme are subject to Force Majeure conditions as applicable.

17.2 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.

17.3 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.

17.4 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.

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

17.6 Quantity mentioned in notice is only indicative and may undergo a change depending on factors like actual availability of Ball Clay, bottlenecks in Ball Clay transportation etc.

17.7 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 Ball Clay is on **'as is where is and no complaint basis only'**. mjunction/ NLCIL, do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list or specification. The purchaser/ bidder / buyer shall have to satisfy himself on inspection of the **storage area** as to what they contain 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 "CAVEAT EMPTOR" (let the buyer be aware) will apply.

17.8 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 Ball Clay shall not be acceptable.

17.9 NLCIL / mjunction reserves the right to cancel the sale of Ball Clay 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.



- 17.10 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.
- 17.11 Sale under each e-Auction shall be an individual, independent, unique and complete transaction.
- 17.12 **PERIOD OF CONTRACT:** Up-to the validity period of the Delivery Order/ Release Order issued by mjunction /NLCIL.
- 17.13 NLCIL/ mjunction reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage under this e-Auction sale after acceptance of bid / issue of Sale Order / deposit of full value by the buyer, without assigning any reason thereof and the value of such material if paid for, shall be refundable, NLCIL/mjunction shall not be responsible for any damages/loss whatsoever to Purchasers/Bidders/Buyers on account of such withdrawal, at any stage from the auction sale.
- 17.14 The Ball Clay is offered for sale on '**as is where is and no complaint basis only**'. It is available at the Ball Clay Storage Yard/MINE-I/IA NLCIL/Neyveli. It is the responsibility of the Purchaser / Bidder / Buyer to take delivery of the Ball Clay from the storing area, strictly adhering the safety precautions. The loading of the Ball Clay and transportation to the bidder's premises shall be the responsibility of the buyer only.
- 17.15 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, acts 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.
- 17.16 **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 the company'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 Ball Clay will not be allowed in NLCIL premises.
- 17.17 **STATUTORY AND SAFETY CONDITIONS:** Before commencement of delivery operations, the buyer shall take group insurance for the workers under his control, which will not only cover fatal accidents, but also injuries, which may or may not result in partial or permanent disablement.
- 17.18 **COMPLIANCE WITH LABOUR LAW AND SAFETY RULES :** During the delivery period, the workers employed by the buyer within the Mines premises will be governed by the Labour Laws and rules, Factory Act, Mines Act and Rules, Provision of EPF Act 1951 and NLCIL's Security and Safety Rules as applicable.
- 17.19 **ACCIDENTS, ETC.,TO BUYER'S LABOURER :** NLCIL/mjunction will not at any point of

time be responsible for any injuries caused due to accident within the MINE-I premises or at the place of work and the bidder/buyer/purchaser will make transport facility to the accident victims to the hospital and give proper arrangement for medical attention and treatment to their labourers and representatives. The bidder/purchaser/buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of employment under any statute. It is the responsibility of the bidder/buyer/purchaser to provide necessary safety appliances like hand gloves, helmet, boots etc., to the labourers who are engaged for handling of the goods.

- 17.20 During delivery, if any of the labourers are found not wearing the proper safety appliances, they will not be permitted to carry out the delivery works and will be sent out of Mines premises. NLCIL reserves its right to stop the delivery work, if it is carried out in an unsafe manner.
- 17.21 The purchaser/bidder/buyer shall bring their own bags and boxes, cases or their receptacles for the removal of the auctioned items and shall make their own arrangement for lifting and clearing the materials under supervision of authorized official of the NLCIL. NLCIL will not provide any assistance whatsoever.
- 17.22 The entry pass for the men and material has to be obtained from the Chief General Manager/Mines-I, Chief Manager/Lignite Sales/MINE-I/NLCIL or his authorised officer.
- 17.23 The buyer shall observe all statutory and safety measures. The suggestions given by the Safety Officer/Mine-I/NLCIL shall be scrupulously followed. All the labours engaged by the buyer must wear safety kits like helmet, shoes, safety belts, gloves, etc., without which the entry is prohibited. The buyer has to make his own arrangements for accommodation and canteen facilities for his workers.
- 17.24 **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.
- 17.25 In the event of any dispute or differences in connection with this sale, the decision of mjunction/ NLCIL, shall be final and binding on the parties to the auction sale. Further any such dispute, doubts or differences of opinion arising at the time of Payment or Delivery, bidders/buyer/purchaser shall agree and abide by the decision of mjunction/ NLCIL. Any such disputes will be settled as per the Indian Law in the Civil Court Jurisdiction of Neyveli, Tamil Nadu only.
- 17.26 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.
- 17.27 Ball Clay in the storage area are sold on '**as is where is and no complaint basis only**' and as such no guarantee is given as regards to sizes, quality and/or weight. Description of the material is given by way of identification thereof only and the use of such description shall be construed as sale by description.
- 17.28 Removal, loading and transportation of Ball Clay will be allowed with the specific

permission obtained from NLCIL's officers authorised by Chief General Manager/Mine- I NLCIL. The safety precautions and procedures shall be followed.

17.29 Delivery of material will be given on all days including Sundays or other holidays. All deliveries will commence from 6.00 A.M and close at 6.00 P.M. The purchaser/bidder/buyer should intimate in writing in advance as to when vehicle will come for taking out the materials. The lorries authorised by the Chief General Manager (MINE-I/IA)/Chief Manager/Sales) MINE-I//IA NLCIL or his authorised officer alone will be permitted inside the storing area for loading of the materials.

For the entry of vehicles in the store yard, which is covered in the Mines area, the statutory obligations like valid driving licence, road tax details, brake check up clearance, etc. shall be submitted to the officer authorized by Chief General Manager/MINE-I/IA and their permission is to be obtained. If the purchaser/bidder/buyer comes without prior written intimation and permission as above, the NLCIL has got the right to return the vehicle without loading and purchaser / bidder/buyer cannot claim for any loss towards the same. The loaded lorries shall be permitted to move out of the storing area, after issue of the Delivery Challan-cum-Gate Pass duly signed by the officer authorized by Chief General Manager/MINE-I/IA as well as the CISF/Security personnel.

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

17.31 The materials excluded for disposal shall not be loaded or taken delivery by the buyer. If any foreign materials are found mixed in the lot, other than the item included in the auction catalogue, sale order, NLCIL/mjunction reserves the right to remove the same at the time of delivery.

17.32 The Terms and Conditions are supplementary to the remedy available under the law.

17.33 Employees of NLCIL /mjunction are not eligible to participate or to represent on any one's behalf in the e-Auction.

17.34 Picking the material at random is not allowed. Loading should be done as a whole without choosing and picking.

17.35 The Ball Clay covered under the e-Auction is sold by tonnage/weight and not on the basis of 'Lot'. The quantity indicated are purely indicative which in actual may turn out to be more/less than the indicated quantity. The buyers after completion of the lifting shall not be entitled to claim any damage, loss of interest or compensation on any other account, but shall be entitled to proportionate refund, towards the undelivered quantity. mjunction / Owner shall not entertain any claim/ complaint from the buyer(s) for any deficiency in loss or profit or interest/damages otherwise.

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

17.37 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.

17.38 **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 EMD/Security Deposit 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 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.

17.39 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.

17.40 Enclosed General Terms and Conditions are in addition to the Special Terms & Conditions of the relevant e-Auction and shall form an integral part of the terms and conditions of the e-Auction in so far, as it has not been altered or modified by the Special Terms and Conditions. In case of any conflict between any of the provisions of Special Terms & Conditions and General Terms & Conditions, if any, the provisions of Special Terms & Conditions shall prevail.

#### 17.41 **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 'NLC Conciliation Rules', copy of which is available with the NLCIL offices and the Buyer shall abide by the 'NLC 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, Tamil Nadu. The Arbitration proceedings shall be conducted and the award shall be rendered in English. The award shall state the reason upon which it is based. There shall be three arbitrators of whom each party shall appoint one. The party requesting that the dispute be referred to arbitration shall, within thirty days of the notification in terms of provision as 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]

17.42 The civil courts at Neyveli, Tamil Nadu shall have exclusive jurisdiction in relation to any matter arising under or in connection with these Terms and Conditions.

\*\*\*\*