

Auction Details	
<b>Auction No</b>	EARLMJ-01
<b>Opening Date &amp; Time</b>	Mar 21, 2014 (03:00 PM)
<b>Closing Date &amp; Time</b>	Mar 21, 2014 (05:00 PM) subject to Auto Extension
<b>Inspection From Date</b>	Mar 13, 2014
<b>Inspection Closing Date</b>	Mar 20, 2014

Seller Details	
<b>Seller /Company Name</b>	NLC Limited (Lignite)
<b>Location</b>	<b>Neyvelli</b>
<b>Street</b>	Marketing Division, M.M. Complex
<b>City</b>	Neyveli-607807
<b>Country</b>	INDIA
<b>Telephone</b>	<b>04142-257034</b>
<b>Fax</b>	<b>04142-257034</b>
<b>Email</b>	cm.disp@nlcindia.com
<b>Contact Person</b>	Shri A.Victor

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
<b>Lot No. :01</b>	SALE OF RAW LIGNITE ON AS IS WHERE IS BASIS			
<b>Lot Name :RAW LIGNITE</b>	ROYALTY - 6% ON BASIC SALE PRICE. Excise Duty @2% On Basic Cost & Royalty + Edu.Cess @3% On E.D. Clean Energy Cess = Rs.50/- per MT. VAT - 5% OR CST - 2% (with C Form) CST - 5% (without C Form).	50,000 Tonnes	2.06% /5.0%	Mine-I/IA Site, NLC, Neyveli State :Tamil Nadu
<b>Specification:</b> Moisture 46-56 % Ash: 3-12 % VM: 21-26 % FC: 17-22.5 % Sulphur: 0.5-1.2% Avg Calorific Value 2460 to 2970 K.Cal/Kg.)	<b>Income Tax : - 1% on total Sale Value (without Form 27'C') (With Form 27'C' = Nil)</b>			

**Total No of Lots = 1**

<b>Floor / Starting Price for E-Auction</b>	<b>Rs.1,700 /- Per Tonne</b> Exclusive of Royalty, clean Energy cess , VAT / CST and other Levies
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<b>DEALING OFFICERS AT MJUNCTION SERVICES LIMITED</b>		
<b>NAME</b>	S. Raghavendra	Souvik Saha
<b>PHONE NO.</b>	9840935953 / 044-64624733	9163348135 / 033-66106166
<b>OFFICE HOURS</b>	09:00 AM to 05:30 PM	09:00 AM to 05:30 PM

**THE TERMS & CONDITIONS INCLUDING THE LIST OF MATERIALS APPEARING ON THE DATE OF E-AUCTION IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS. THE SAME MAY PLEASE BE DOWNLOADED FOR ANY FURTHER REFERENCE.**



**Terms & Conditions of e-Auction for Sale of Raw Lignite**

**1. Eligibility:**

Any Indian actual user / buyer (viz. individual, partnership firm, companies etc.) can participate in e-Auction for procurement of Raw Lignite on **“as is where is”** and **“no complaint basis”**. Mjunction Services Limited / NLC reserves the right to alter / withdraw this clause at any stage in this e-Auction sale, without assigning any reason thereof.

**2. Registration:**

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

2.2 After the registration, the bidders will have an auto generated “Unique User ID” & a “password” based on which they can log in. Details of the registration process with Mjunction Services Limited will be available in their website.

2.3 Mjunction Services Limited shall issue “Photo Identity Card” to the 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 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’.

2.5 EMD Payment: All buyers registered with Mjunction Services Limited shall also have to furnish non-interest bearing Earnest Money Deposit (EMD) at the rate of Rs.200/- per tonne for their required quantity (Minimum 100 Tonnes and in multiples of 10 Tonnes thereafter), prior to the e-Auction, with Mjunction Services Limited for participating in the e-Auction. This EMD shall not be specific for any particular Source/Mine-I/Mine-IA of NLC and shall be available with Mjunction Services Limited for participation in the e-Auction across the different Sources/ Mine-I/Mine-IA of NLC, as long as the required amount of EMD is available in the bidders account with Mjunction Services Limited. EMD can be deposited through HDFC CMS, IndusInd RTGS and Online Payment Gateway. For further details on EMD payment kindly visit [www.coaljunction.com](http://www.coaljunction.com) or call our Toll Free Helpline at 1800-419-20001 or call the dealing officers of mjunction services limited as mentioned above.

**3. Notification**

3.1 NLC would draw program for conducting and notify the same, minimum 7 (seven) days in advance. The program will be intimated to Mjunction Services Limited accordingly for hoisting the same on its website.

3.2 The minimum quantity for bidding would be **100 tonnes** and then in multiples of **10 tonnes** for a source for dispatches by Road

#### 4. Bidding Process

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

4.2 Material will be sold on 'as is where is' basis. Before participating in e-Auction, bidders are to satisfy themselves with the quality of the material being offered from a source. Bids will be deemed to have been made on the clear understanding that intending bidders have satisfied themselves fully in regard to the nature, condition, quality and quantity of material upon inspection. The approximate specification of the Raw Lignite offered would be available in the e-Auction schedule.

4.3 Prospective Bidders are entitled to Bid for the quantity to the extent of amount of EMD available with Mjunction Services 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 Raw Lignite price on FOR NLC Mine-I AND OR Mine-IA basis, exclusive of other charges like taxes, cess, royalty, SED/Cenvat, 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, rate of local Sales Tax, Surcharge/Excise Duty and implications of VAT or any other statutory levy, the same will be charged extra to the buyers/bidders/purchaser's account. For Inter-State sale, 'C' form will be accepted at the applicable Sales Tax rates.

4.5 The bidder has to bid for a price equal to or above the reserve price to secure consideration in the concerned e-Auction.

4.6 The date, time and period of e-Auction as notified in advance including closing time on portal of Mjunction Services Limited 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 (Five) 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) during the normal e-Auction period of **2 Hours**. During the extended period of first two (2) hours, the bidder shall offer his Bid price in the increment of **Rs. 20/-** (Rupees twenty). Beyond this extended period the Bid price would be **Rs. 50/-** (Rupees fifty) per MT.

4.8 While maintaining the secrecy of Bidder'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 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. Post e-Auction process

5.1 Each successful bidder will be intimated through **SMS** by Mjunction Services Limited the next working day 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 after close of the e-Auction.**

5.2 The successful bidders after the e-Auction, will be required to deposit total material value with NLC strictly as per Clause 6 of the terms of payment.

5.3 Equivalent amount of EMD of successful bidder corresponding to successful bid quantity, shall be blocked and will be transferred to NLC by Mjunction Services Limited along-with the auction report in respect of successful bidders within 24 working hours of the auction closure.

5.4 NLC reserves the right to cancel the allotment and forfeit the Earnest Money in case of any noncompliance to the terms & conditions.

## 6. Terms of payment

6.1.A. The Raw Lignite value to be deposited in advance by the successful bidders shall be computed and deposited after making provision for the EMD amount for the successful bid quantity already transferred by Mjunction Services Limited to NLC. In other words, the Raw Lignite value to be deposited and EMD amount together, shall be equivalent to the 100 % Raw Lignite value.

6.1B The successful bidders who are allotted a Raw Lignite Quantity shall have to deposit the entire Raw Lignite value with the applicable statutory levies for the total allotted quantity in advance, within 10 (TEN) NLC working days from the date of close of e-Auction

6.2 EMD amount shall not be treated as an adjustment towards the Raw Lignite 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) shall be adjusted as Raw Lignite value, only after completion of lifting of Raw Lignite covered under Raw Lignite value paid, excluding security deposit.** 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.

6.4 In case of road supplies, once the Raw Lignite value is deposited by way of DD / 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 within 7 days by NLC after encashment of buyer's financial instrument. The buyers shall also have the option of e-Payment through NEFT / RTGS to below mentioned Bank Account.

<b>Bank:</b>	<b>State Bank of India</b>
<b>Branch:</b>	<b>Block - 2 / Neyveli - 1</b>
<b>A/c. No. :</b>	<b>10895129044</b>
<b>A/c. Type:</b>	<b>Current Account</b>
<b>RTGS/IFSC Code:</b>	<b>SBIN0000958</b>

## **7. Procedure of Raw Lignite Delivery**

7.1 NLC shall issue Sale / Delivery orders to the successful bidders in terms of clause 6.0 after realization of payment. The Buyer has to submit the option before the issue of the Sale / Delivery Order for movement of the Raw Lignite within State or outside State and the Sale / Delivery Order would indicate the same accordingly. However, the challan issued by NLC shall indicate the destination.

7.2.A. The validity period to complete lifting of Raw Lignite by road shall be before 30-04-2014 irrespective of quantity allotted. Any extension of validity will be at the sole discretion of NLC, based on merits. Raw Lignite sold, but not removed within the above specified period will become the property of NLC and it has the right to sell the un-lifted quantity in any manner as NLC may deem fit without any notice.

7.2.B. In case buyers opt to deposit Raw Lignite value in installments for a total allotted quantity of above 5000 MTs, they shall lift the entire allotted quantity on or before 30-04-2014 from the date of issue of Sale Order / Delivery Order, subject to the Clause 6.0 above.

7.2.C. In case of Sale / Delivery Orders issued against the installment payments, the balance un-lifted quantity in each Sale / Delivery Order automatically gets added with the next Sale Order quantity, but the delivery period remains unaltered.

7.3 It is the responsibility of the Purchaser / Buyer / Bidder to take delivery of the Raw Lignite from the storing area, strictly adhering to the safety pre-cautions and these provisions of Environment Protection Act. The loading of the Raw Lignite 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.

7.4 The Raw Lignite after confirmation of sale left at Neyveli Lignite Corporation Limited, will remain at the sole risk and responsibility of the purchaser / bidder / buyer. Mjunction Services Limited / Neyveli Lignite Corporation Limited will not undertake any liability, whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lots 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.

## **8. Refund of EMD for Unsuccessful bidders:**

**In case of unsuccessful bidders, EMD shall be refunded by Mjunction Services Limited after the e-Auction is over, on the bidder's online refund request from their login. However, if no such request is received Mjunction Services Limited will retain the EMD for participation in e-Auction in future.**

## **9. Forfeiture of EMD:**

The EMD submitted by the successful Bidders will be liable for forfeiture in the following cases:

9.1 If after completion of e-Auction, the successful bidder fails to make payment for the Raw Lignite 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 and / or,

9.2 If the successful bidders 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 un-lifted quantity would be forfeited. Such forfeiture shall be made only, if the balance Un-lifted 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 NLC 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.

9.3 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.

#### 10. Refund of Raw Lignite value:

The balance Raw Lignite value of the un-lifted quantity after the expiry of the validity period for supply of Raw Lignite and completion of required commercial formalities shall be refunded subject to forfeiture of EMD if required, in terms of the forfeiture clause as above.

#### 11. ROYALTY, TAXES AND DUTIES:

11.1 Royalty / Sales Tax / Cenvat duty 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 is 6% of the basic price and Sales Tax is VAT @ 5%.

11.2 At the time of lifting / delivery of the material, if there is any change in regard to royalty, the rate of local Sales Tax, Cess, Surcharge / Excise Duty and implications of VAT 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.

11.3 The bidders should give their bids exclusive of royalty, all statutory charges, duties, taxes and any other levies. Such royalty, statutory charges, duties, taxes and any other levies as applicable, will have to be paid over and above the quoted rate.

11.4 For Interstate Sale, 'C' Forms Will Be Accepted at the Applicable Sales Tax Rates, presently at 2% against 'C' Form and 5% without 'C' Form.

11.5 **Government of India vide its Notification Nos.01/2010 to 06/2010, Dated 22-06- 2010 introduced collection of Clean Energy Cess for the sale of Coal/Lignite at the rate of Rs.50 per M.T. with effect from 01-07-2010. All the successful buyers are required to remit this Clean Energy Cess along with the applicable VAT.**

11.6. Government of India vide its Notification No. 1/2011-Central Excise dated 01-03-2011 introduced collection of Excise Duty on Basic Price; Education Cess @ 2% & SHEC @ 1% on Excise Duty with effect from 01-03-2011 for the sale of Raw Lignite. All the successful buyers are required to remit the above duties along with the applicable VAT.

11.7 **Government of india have introduced collection of income tax @ 1.0% on the total sale value of raw lignite w.e.f.01-07-2012 (total sale value=material value+ excise duty with cess+royalty+ clean energy cess+vat + any other levy, if any) 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.

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 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 / bidder / purchaser only after receipt of the above tax with surcharge by D.D. or after receipt of the exemption certificate in form 27-c.

## 12. General Terms Conditions:

12.1 The Raw Lignite procured under e-Auction is for use within the country and not for Export.

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

12.3 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 Services Limited.

12.4 Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify their bid before submitting their bid into the live e-Auction floor by clicking the bid button.

12.5 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 Services Limited / NLC in this regard.

12.6 The decision of the Competent Authority of NLC in matters related to this e-Auction shall be final and binding on the bidders / buyers.

12.7 The quantity mentioned in notice is only indicative and may undergo a change depending on factors like actual production of Raw Lignite, bottlenecks in Raw Lignite transportation etc.

12.8 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 Raw Lignite is on 'as is where is basis' only. Mjunction Services Limited / Neyveli Lignite Corporation Limited, 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 themselves on inspection of the lot 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.

12.9 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 Raw Lignite shall not be acceptable.

12.10 NLC / Mjunction Services Limited reserves the right to cancel the sale of Raw Lignite 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.

12.11 NLC / Mjunction Services Limited 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.

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

12.13 Neyveli Lignite Corporation Limited / Mjunction Services Limited 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.

12.14 **CONDUCT DURING DELIVERY:-** Buyer / bidder / purchaser shall solely be responsible for movement and proper behaviour of their deputies, agents, and labourers within Neyveli Lignite Corporation Limited's premises. If any damage caused to NLC's property, the buyer is responsible to make good such damage to the satisfaction of Neyveli Lignite Corporation Limited, and the decision of Neyveli Lignite Corporation Limited, in this regard shall be final and binding. Reselling of Raw Lignite will not be allowed in NLC premises.

12.15 **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.

12.16 **COMPLIANCE WITH LABOUR LAW AND SAFETY RULES:** - During the delivery period, the workers employed by the buyer within the Mine-I/Mine-IA premises will be governed by the Labour Laws and Rules, Factory Act, Mines Act and Rules, Provision of EPF Act 1951 and NLC's Security and Safety Rules as applicable.

12.17 As per Mines Act, Vocational Training will be given by NLC to all the workers employed by the buyer at the VTC Training Centre/NLC before commencing the delivery works. Without undergoing this Vocational Training for the required number of days prescribed by the NLC's Manager, Mine-I/Mine-IA, NLC, the buyer and their workers will not be allowed to carry out the delivery works. The wages payable to the workers during this V.T.C. Training period have to be borne by the buyer only. However, the V.T.C. trained loading workmen with the pay loader is available at the Raw Lignite loading point. They can be utilized by the buyer at their own risk and cost.

12.18 **ACCIDENTS ETC. TO BUYERS LABOURER:-** Neyveli Lignite Corporation Limited/ Mjunction Services Limited will not at any point of time be responsible for any injuries caused to the workers engaged by the buyer due to accident within the Mine-IA/Mine-II 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 his labourers and their representative. 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.



12.19 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 Mine-I/Mine-IA premises. NLC reserves its right to stop the delivery work, if it is carried out in an unsafe manner.

12.20 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 Neyveli Lignite Corporation Limited. NLC will not provide any assistance whatsoever.

12.21 The entry pass for the men and material has to be obtained from the Manager, Mine-I/Mine-IA, NLC or his authorised officer.

12.22 The buyer shall observe all statutory and safety measures. The suggestions given by the Safety Officer, Mine-I/Mine-IA, NLC shall be scrupulously followed. All the labour 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.

12.23 **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 NLC / Mjunction Services Limited.

12.24 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.

12.25 Raw Lignite is sold on 'as is where is basis' and as such no guarantee is given as regards to sizes, quality and / or weight. Description of any lot is given by way of identification thereof only and the use of such description shall be construed as sale by description.

12.26 Removal, loading and transportation of Raw Lignite will be allowed with the specific permission obtained from NLC's officers authorised by Manager, Mine-I/Mine-IA, NLC. The safety precautions and procedures shall be followed.

12.27 Delivery of material will be given on all days including Sundays and other holidays. All deliveries will commence from 6 A.M. and close at 8 PM. 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 officer-in-charge of Lignite Sales, Mine-I/Mine-IA alone will be permitted inside the storing area for loading of the materials. For the entry of vehicles in the storing place, which is covered in the Mine-I/Mine-IA area, the statutory obligations like valid driving licence, road tax details, brake check up clearance, etc. shall be submitted to the officer authorized by the Manager, Mine-I/Mine-IA and their permission is to be obtained. If the purchaser/bidder/buyer comes without prior written intimation and permission as above, the Neyveli Lignite Corporation Limited 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 / Mine-IA as well as the CISF / Security personnel.

12.28 The material will be delivered only to the successful bidder / buyer / purchaser or their authorized representatives against presentation or photo pass issued by Mjunction Services Limited. If the successful bidder / buyer / purchaser desires to authorize a representative or an agent for delivery, in such case the bidder / buyer / purchaser 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 Neyveli Lignite Corporation Limited premises.

12.29 Employees of Neyveli Lignite Corporation Limited / Mjunction Services Limited are not eligible to participate or to represent on any one's behalf in the e-Auction.

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

12.31 The entire area for this delivery work is under the control of CISF / 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 Mine-I/Mine-IA, severe action will be taken not only against them, but also on the successful bidders / buyers for trespassing.

12.32 NLC / Mjunction Services Limited will not be liable for any claim and buyer shall keep NLC / Mjunction Services Limited fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or other.

12.33 **TERMINATION/ BREACH OF CONTRACT:-** In the event of bidder's failure to fulfil any of the contractual obligations including non-lifting the contracted materials under this agreement, Mjunction Services Limited / NLC's decision in regard to bidder's failure being final and binding on the bidder. Mjunction Services Limited / NLC 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 Services Limited / 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 Services Limited / 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 Services Limited / Owner from bidder any amount as mentioned above lying with Mjunction Services Limited / Owner, if any further amount is still found payable / refundable by the bidder, the bidder shall pay the same to Mjunction Services Limited on demand without any objection or demur.

12.34 Mjunction Services Limited 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.

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

12.36 **ARBITRATION:-** In the event of any dispute and / or difference arising between the Bidder / purchaser / Buyer and / or their Agent 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 the Arbitration. The procedure to be followed for such Arbitration is available in the Annexure.