

**Sterlite Power Transmission Limited**  
**ONLINE FORWARD AUCTION SALE**  
**Scrap Material – Tamil Nadu(TANTRANSCO OPGW )**  
**VJ/SPTL/24-25/OFA 04C**  
**PO. No. – (3290004865)**

<b>Auction Website</b>	<a href="http://www.metaljunction.com">www.metaljunction.com</a>
<b>Auction Date</b>	<b>29<sup>th</sup> Oct 2024</b>
<b>Auction Start Time</b>	<b>3:00 PM</b>
<b>Inspection Date &amp; Time</b>	From Auction Publish date till one working day prior to the date of the auction <b>(9:30 AM to 4:30 PM)</b> (INSPECTION POST AUCTION IS NOT ALLOWED)
<b>EMD Submission Date</b>	<b>28<sup>th</sup> Oct 2024 till 11 AM (recommended)</b>
<b>Seller Information (Head Office)</b>	Sterlite Power Transmission Limited DLF Cyber Park 9th Floor, Block B, Udyog Vihar Phase III, Gurgaon - 122008
<b>Sterlite Power Transmission Ltd. Representative Contact Details</b>	Name – Mr. Sunil Mishra Mob. – 9690000220 Email id - sunil.mishra@sterlitepower.in
<b>Auction Strategy</b>	ENGLISH NO TIES AUCTION
<b>Bid Basis</b>	Bid has to be placed in INR and as mentioned in material list
<b>Bid Validity Period</b>	<b>15 (Fifteen)</b> working days from the date of closure of the Auction
<b>Taxes &amp; Duties</b>	GST & Other Charges As Applicable at the time of dispatch

mjunction executive contact details		
Name	Contact no.	Email id
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Mr. Gautam Kumar	9643310570	<a href="mailto:Kumar.gautam.1@mjunction.in">Kumar.gautam.1@mjunction.in</a>

Sl No	FSD	Indicative Territory	Contact Details	Email ID
1	Akash Chakraborty	West Bengal, Assam & other Northeast Region	7605090372	<a href="mailto:chakraborty.akash1@mjunction.in">chakraborty.akash1@mjunction.in</a>
2	Kamlesh Verma	Rajasthan, Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir	7605090375	<a href="mailto:verma.kamlesh@mjunction.in">verma.kamlesh@mjunction.in</a>
3	Khizer Fakih	Maharashtra, Gujarat & Goa	9147178852	<a href="mailto:fakih.khizer@mjunction.in">fakih.khizer@mjunction.in</a>
4	Mitesh Giradkar	Chhattisgarh & Madhya Pradesh	7596040406	<a href="mailto:mitesh.giradkar@mjunction.in">mitesh.giradkar@mjunction.in</a>
5	Prabhat Singh	Delhi, Uttar Pradesh & Uttarakhand,	7596059533	<a href="mailto:prabhat.singh@mjunction.in">prabhat.singh@mjunction.in</a>
6	Srinivas R	Karnataka, Tamil Nadu, Kerala, Andhra Pradesh & Telangana,	8777487843	<a href="mailto:srinivas.r@mjunction.in">srinivas.r@mjunction.in</a>
7	Satish Kumar	Odisha	9147074862	<a href="mailto:satish.kumar1@mjunction.in">satish.kumar1@mjunction.in</a>
8	Suvanil Mukherjee	Bihar & Jharkhand	9147018225	<a href="mailto:mukherjee.suvanil@mjunction.in">mukherjee.suvanil@mjunction.in</a>
9	Kulkant Shukla	FSD Team Coordinator (All Region)	-----	<a href="mailto:kulkant.shukla1@mjunction.in">kulkant.shukla1@mjunction.in</a>

### Material List for Disposal

Sl. No.	Material /Item Description	Approx Qty. (MT)	UOM	GST %	TCS%	EMD(In Rs.)	Store Location	State	Contact Details
1	OPGW 48F (With Drum)	81.4	MT	18	1	1,75,000	No.132/1, Khunda - Karamadai Main Road, OPP HP Petrol Pump, Marudur, Karamadai – 641104	Tamil Nadu	Saravanan – 9790776153
2	OPGW 48F (With Drum)	88.4	MT	18	1	2,00,000	Sterlite Power Transmission Limited, Package Store, Kalpadi road, Opp Ashwin Sweets Perambalur – 621212	Tamil Nadu	Logesh – 9345473813
3	OPGW 48F (With Drum)	33.2	MT	18	1	1,00,000	230kV & 110kV TNEB Sub Station, Kinnimangalam, Checkanurani, Tamil Nadu 625514	Tamil Nadu	Shambu Debnath – 6260628231
4	OPGW 48F (With Drum)	15.6	MT	18	1	40,000	230kV & 110kV TNEB Sub Station, Koviloor Sub Station Campus,, Karaikudi, Tamil Nadu 623307.	Tamil Nadu	Shambu Debnath – 6260628231
5	OPGW 48F (With Drum)	40.6	MT	18	1	1,00,000	230kV & 110kV TNEB Sub Station, TNEB Rajaputhukudi, Kayathar, Near Kayathar Toll Gate Pincode – 628714	Tamil Nadu	Shambu Debnath – 6260628231
6	OPGW 48F (With Drum)	19.2	MT	18	1	50,000	230kV & 110kV TNEB Sub Station, Tamil Nadu Electricity Board, Sembatty, Tamil Nadu 624707.	Tamil Nadu	Shambu Debnath – 6260628231
7	OPGW 48F (With Drum)	36.4	MT	18	1	1,00,000	Sterlite Power Transmission Limited, Package Store, Survey No: 8/17 & 8/8, Mettu street, Muthiyalpet, Kanchipuram – 631601	Tamil Nadu	Madhusoothanan – 9597188341

\* Qty +/- 20% tolerance at the client scope.

#### Please Note: -

- Inspection post auction is not allowed.
- The customers who are interested in visiting the site for inspection need to follow COVID-19 SOP/Guidelines shared by Government authorities from time to time as deemed applicable.
- All interested bidders are requested to inspect the items before the auction. It will be assumed that customers participating in the auction have inspected the materials prior to the auction. All photographs given are indicatives and the bidders are strictly advised not to go for bidding without inspection.
- No complaints regarding differences in material quality or quantity will be entertained.
- Materials sold would be under “as is where is” basis. Any Picking, sorting, cutting, cleaning, or breaking up of scrap materials will not be permitted.
- Loading and weighing of the goods at designated weighing machine have to be executed in the presence of STERLITE POWER TRANSMISSION LTD authorized representatives. In case of any

dispute, re-weighing shall be done on another weighing machine at the sole discretion of STERLITE POWER TRANSMISSION LTD

- Empty Vehicle weight (First Weight) and Loaded vehicle weight (Second Weight) shall be done on Sterlite’s weighbridge.
- The authorized personnel of the successful bidder visiting for lifting the goods should necessarily carry the authorization letter and the proper photo identity.
- STERLITE POWER TRANSMISSION LTD will arrange to issue a Tax invoice for the transaction without which the goods shall not be removed from the STERLITE POWER TRANSMISSION LTD.
- Any details like PAN, Bank A/c etc. and copies of documents require for creation of customer code in STERLITE POWER TRANSMISSION LTD system have to be provided by the successful bidder.

Valuejunction a business unit of mjunction services limited is pleased to be selected by *Sterlite Power Transmission Ltd* for conduct of online auctions for disposal of their Surplus & Obsolete assets. All these assets given below will be sold on “As is where is basis” and on “No Complaint basis”. All our valued customers are requested to peruse the participation terms, payment terms, lifting terms and other terms and conditions given below before participating. It is assumed that all our customers are aware about the terms and conditions as set out in these presents before placing a bid in the auction. We thank you in advance for your kind cooperation and participation.

**Registration:** All our new customers are requested to register themselves in the website [www.valuejunction.in](http://www.valuejunction.in) OR [www.metaljunction.com](http://www.metaljunction.com) or get in touch with mjunction officials as above

**Participation Terms:**

- Submission of EMD in favor of “mjunction services Ltd.” Payable at Kolkata for NEFT. (For EMD details – Please see Material list).
- Self-Attachment with the auction

**EMD DEPOSIT DETAILS as mentioned below:**

EMD is in the name of MJ, you must always deposit the EMD in your unique **VIRTUAL ACCOUNT** only. Unique Virtual account is available in your “Profile”

You can self-attach yourself to auction only when your EMD money is credited to your unique **Virtual account**. So it is suggested to always deposit your EMD money well in advance to avoid unanticipated problems beyond control.

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Branch Name	Sandoz Branch, Mumbai
Account No	Explained below *
IFSC Code	HDFC0000240

**\*All the customers will have a unique account number. The unique account number is an alpha numeric code consisting of 13 characters. The Customer’s unique “account number” is a combination of the MJ’ SAP code along with the 7 digit bidder SAP ID and can be used**

as reference for all subsequent transactions. The Customer's Account Number detail is available in "Profile" after the customer logs into our website using the user id and password.

**PLEASE NOTE THE FOLLOWING POINTS BEFORE SELF ATTACHED WITH AUCTION**

Be careful to select the correct Catalogue/Lot/Group during self-attachment. You **cannot detach** yourself once you have attached yourself to a particular auction until that auction is over

**For any assistance please contact our toll free no:**

**Toll Free No: 180041920001**

**Write to enquiry@mjunction.in**

You may also refer to the Online EMD Management Bidder Manual (audio/visual) available in [www.metaljunction.com](http://www.metaljunction.com)> Click on Login>Auction Login>Required Auction Training? Click Here>Online EMD

**Note: Online EMD Bidder Manual and FAQ is available in our website: [www.metaljunction.com](http://www.metaljunction.com)> Click on Login>Auction Login**

This Pre Bid Deposit to Non-H1 bidders will be refunded on the basis of online refund requests placed through the auction system from the Customers.

**Security Deposit:** H-1 buyer will liable to Security deposit, i.e. **10 %** of lot value with in **3 calendar days** from sales confirmation, H1 bidder has pay the balance amount directly to Sterlite account . "Security Deposit" of H-1 or Finalized bidder to **Sterlite Power Transmission Limited** and shall be adjusted in the final payment instalment and lifting will be as per the terms and conditions mentioned herein. EMD amount will transferred to **Sterlite power Transmission Limited** and release after successful completion of the material lifting.

**Payment Terms:** Payment is to be made to *Sterlite Power Transmission Ltd* Bank detail for making payment through DD/RTGS will be communicated to successful bidders.

**10 % advance or SD of Sale Order Value within 3 days from the date of issue of Sale Order / Order confirmation.**

- **If lot value up to 25 lacs** – Total payment in single installment within 7 days from the date of issue of Sale Order / Order confirmation.
- **If lot value above 25 lacs** - Total payment in 2 installments within 10 days from the date from the date of issue of Sale Order / Order confirmation.

**1<sup>st</sup> instalment - 50 % Payment of Sale Order Value within 5 days from the date of issue of Sale Order / Order confirmation.**

**2<sup>nd</sup> Instalment - 40% payment of Sale Order Value within 10 days from the date of issue of Sale Order / Order confirmation.**

**(100 % of material value can be lifted after making the instalment payments)**

**Bank Details:**

<b>Beneficiary's name</b>	<b>Sterlite Power Transmission Limited</b>
<b>Beneficiary's bank name</b>	HDFC Bank
<b>Beneficiary's branch name</b>	Fort Branch, Mumbai
<b>Beneficiary's Account No</b>	00600310011198
<b>IFSC Code Number</b>	HDFC0000060

**Applicable Taxes & Duties:** The bids are to be placed exclusive of taxes and duties and ***the winning Customer shall be liable to pay all taxes as would be applicable on the date of dispatch of the material. "STERLITE POWER TRANSMISSION LTD" would not be liable for taxes in any manner, whatsoever.*** Applicable taxes and duties are indicated in the material list. In case of any changes in the taxation laws by the Government, the taxes and duties prevailing on date of dispatch will be applicable.

**Lifting Terms:**

The Customers by whom the winning bid is submitted ("winning Customer") will be allowed to start lifting the Material ***only*** after making the complete payment against each lot (including taxes & duties).and contract signing with client . The lifting of the whole material should be completed ***within 30 (Thirty) days from the date of issue of sale confirmation by the Client.***

The lifting will be under the ***supervision and*** direction of concerned ***official of 'STERLITE POWER TRANSMISSION LTD' in charge of such warehouse/location where the materials are stored.*** The materials will be Billed ***ex-warehouse/ Plant.*** It will be the responsibility of the winning customer to arrange for lifting, payment of freight and transit insurance. The ***winning Customer shall be liable to bear the transit insurance and STERLITE POWER TRANSMISSION LTD shall not be liable for the same in any manner.***

***Buyer's authorized representative to follow all safety norms of Sterlite as per Sterlite's Safety Policy. It will be the sole responsibility of Buyer/ his authorized representative to monitor the dismantling activities to prevent any damage during dismantling or any type of loss. Sterlite will not be responsible for any damage on account during dismantling, loading & transportation.***

***Loading of the material will be in the scope of Buyer at its own risk and cost and in line with Sterlite Power Transmission Limited's safety policy.***

***All dismantling and lifting work shall be carried out only during working hours as per the policy of Sterlite and daily work permit to be taken from Sterlite.***

***No claim(s) of any type of damage /loss to the DG Set or its accessories can be claimed anywhere for any reason whatsoever & buyer indemnifies Sterlite Power Transmission Limited from any risk that may arise during the course of action.***

**Extension in Payment Time:** The Winning customers willing to avail of the same will have to take prior approval from the concerned authorities of ***STERLITE POWER TRANSMISSION LTD*** on the same. Such extensions will be allowed (subject to the discretion of the concerned authorities of ***STERLITE POWER TRANSMISSION LTD*** subject to payment of late fees @ 0.5 % per week of the outstanding amount for the period of delay. The maximum extension allowed for such cases will be limited to ***initially*** a maximum period of two weeks from the last date of payment/lifting ***thereafter it may be allowed at the total discretion of the concerned authorities and the winning customer shall not have any right to claim any further extension in any manner and for whatsoever reasons.***

**Ground Rent:** If the winning bidder fails to lift the materials within the stipulated time, Ground Rent @0.5 % per week or part thereof shall be charged on the balance unlifted quantity against the DO. However, the extension of the lifting period beyond the stipulated delivery period is at the sole discretion of the seller. The unlifted

quantities can be disposed of any manner as deemed fit by the seller without any further reference to the defaulting purchaser.

**Penalty Terms:**

In case of successful bidder fails to make full payment and/or complete lifting of the goods within stipulated period(s) and any subsequent extensions granted by the seller to the successful bidder, STERLITE POWER TRANSMISSION LTD may at its discretion allocate the remaining quantity to any other bidder. Besides, STERLITE POWER TRANSMISSION LTD reserves the sole right and discretion of disposing off such goods to any other bidder and the Earnest Money Deposit/Security Deposit of party at default will be forfeited.

**Bid Validity:** The bids quoted in online auction procedure of mjunction will be valid for a period of **15 (Fifteen) working days** from the date of closure of the Online Auction.

**Forfeiture:** Any defaulting from the terms mentioned above on part of the Customer in the case of payments or lifting will result in forfeiture of the full Security Deposit.

Customers must be extremely careful to avoid any wrong bidding (whether typographical or otherwise). They must check and rectify their bid (if required) before submitting their bid in the live e-auction floor by clicking bid button. There is no provision for putting bids in decimals. The customers shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bid submitted by him) customers must always ensure to keep their e-mail address valid and alive. It is the responsibility of the customer to verify the status of their bids and check their e-mails to pay the security deposit in terms of these presents.

Lot put up for auction shall be deemed to be a separate contract of sale.

**Arbitration Clause:** Dispute or differences arising out or relating to this Agreement shall be resolved **through amicable mutual discussion**. Failing such amicable resolution of dispute / differences either **of the** party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Managing Director of mjunction services limited (for issues relating to mjunction) or by **“STERLITE POWER TRANSMISSION LTD”** (for issues pertaining to **STERLITE POWER TRANSMISSION LTD**). The award of the Arbitrator shall be final, binding and conclusive on the **parties hereto**. The venue for arbitration shall be Kolkata. The Arbitration proceedings will be governed and regulated by the provisions of Indian Arbitration and Conciliation Act, 1996 and the rules framed there under from time to time.

Governing Law: This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

Jurisdiction: The Court at Calcutta shall have exclusive jurisdiction **on any of the terms touching upon any subject matter of this agreement**.

**Escalation matrix of Sterlite:**

Escalation matrix		
Level	Contact Person	Mail id
Level 1	Mr. Sunil Kumar Mishra	<a href="mailto:sunil.mishra@sterlitepower.in">sunil.mishra@sterlitepower.in</a>
Level 2	Mr. Shivam Tripathi	<a href="mailto:shivam.tripathi2@sterlite.com">shivam.tripathi2@sterlite.com</a>
Level 3	Mr. Vipin Gaur	<a href="mailto:Vipin.gaur@sterlite.com">Vipin.gaur@sterlite.com</a>

**GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE AUCTIONS ON THE “SERVICE PROVIDER” PLATFORM**

## INTRODUCTION:

This Online Forward Auction is being conducted for

**STERLITE POWER TRANSMISSION LTD, existing within the meaning of Companies Act, 1956** having its registered office at Sterlite Power Transmission Limited DLF Cyber Park, Tower B, 9th Floor, Udyog Vihar Phase -III, Sector-20, gurugram-122008. (Hereinafter referred to as the **“Client”**) on the Auction Platform of MJUNCTION SERVICES LTD, a company incorporated and registered in India and having its registered office at TATA CENTRE 1<sup>ST</sup> FLOOR, 43 J L Nehru Road, Kolkata 700 071 India (hereinafter referred as **“Service Provider”**).

The General Rules and Regulations provided herein govern the conduct of online forward Auctions arranged by **“Service Provider”** on its Auction Platform. These rules cover the **roles and responsibilities** of the Parties in the online Forward Auctions on the Auction Platform. **The acceptance, in-to, these General Rules and Regulations governing conduct of Online Auctions, and Terms and Conditions for sale of Materials belonging to STERLITE POWER TRANSMISSION LTD by Online Auction is a pre-requisite for securing participation of each Customer in the Online Auctions.**

The key terms pertaining to the online Forward Auctions are provided in the **“Annexure-D”**. Prospective customers are advised to read through the same.

### ROLE OF “SERVICE- PROVIDER”

1. “Service Provider” is the agency (operator) primarily providing the service of the Forward auction to the “Client”.
2. Finalization of the auction items in consultation with the Client.
3. Defining of bidding rules for each auction in consultation with the client.
4. Enhancing customer awareness of and comfort with the auction mechanism and bidding rules.
5. Input of the Auction items and defining the bidding rule in the auction engine.
6. Enlarging the customer base by introducing new customers.
7. Collection of Earnest Money Deposit (EMD), Letter of Interest etc. from the willing customers
8. Providing access to the approved customers to participate in the Auction.
9. EMD of Winner buyer will be transfer to Sterlite after auction approval receive from client.
10. Summarizing the Auction proceedings and communicate the outcome to the Client.

The responsibility of fulfillment of the contract rests between the customers and the client and the responsibility of the “Service Provider” shall be restricted to the extent of the Services provided by them.

### ROLE OF CUSTOMER:

The role of the Customer is outlined below:

- The Customer would participate in the auction with the aim of bidding to secure the auctioned item in the Online Auction.
- The Customer would be provided access to the Online Auction through a “User ID” protected by a “Password”. The Customer needs to ensure that the “User ID” and “Password” is not revealed to unauthorized persons.



Customers are also requested to change the Password allocated to them by the “Service Provider” to keep their confidentiality. However it would be Customer’s sole responsibility to ensure the security and privacy of the same and he/they would not hold the “Client” / “Service Provider” responsible in any manner whatsoever for any misuse of these user IDs and/or Password. The access to the auction mechanism shall be provided to all the approved Customers subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. The payment of Pre Bid Deposit as decided by the Service Provider before the start of the Online Auction will be one of the necessary conditions for participating in the auction.

- Customers hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All prices entered shall be legally binding on the Customers. Customers are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during online bidding shall render the Customers liable for penal action as deemed fit by “Client” / “Service Provider”.
- In the event of winning an allotment in the auction mechanism, the Customer shall commit to fulfill outlined obligations under the contract between Winning Customer and Client.

The Customers shall bid on the terms & place their bid in the auction engine in the manner specified herein.. The Customers shall not stipulate any conditions on their own unless the terms herein expressly permit such conditions being stipulated by the Customer. Bids entered with conditions attached shall be considered Conditional bids & “Service Provider” retains the right of rejecting these bids even without intimating the Client.

- **BIDDING RULES**

The Bidding Rules refer to the information and terms defined specifically for a particular auction. The purpose of the Bidding rules is to provide approved customers with the information and terms specific to the auction in which they are bidding. This would include:

- Definition of the unit bidding.
- Start Time and duration of the auction.
- Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration.
- Start Bid Price.
- Specified Unit for Bidding.
- Price Increments and any reduction in the price increment in the auction in the event of inactivity.
- Other attributes (informational/non-negotiable in nature).

While it shall be the endeavor of “Service Provider” to specify these rules at the earliest for each Online Auction. The “Service Provider” only in the case of unforeseen contingency beyond its control shall retain the right to delay the announcement of these biddings rules or modify rules specified earlier at the time of the online bidding in prior written consent of the Client. These details would be available to the customers on the Auction Engine at the time of bidding.

Customers to strictly follow all safety rules of HSE of Sterlite which are explained below

HSE Requirement for carrying out any work in Premises of Sterlite:

1. WC Policy and Labor license (if any) required as per statutory requirements
2. Medical Fitness certificates of all the workers entering the plant - Vertigo test mandatory if the height work is to be performed.
3. Safety Helmets, Safety Shoes, Safety Harness, Safety Goggles, Hand gloves, Nose masks are to provided to the workmen as per the job requirements as recommended by the company - Note: The items should be according to IS standards
4. The supervisor shall be stationed by the vendor to supervise the activity listing tools and tacklers if any shall be inspected and will be allowed only if they are in good condition (Web belts, Slings, Hydra, crane, etc...)All tools and tackles shall be certified by a Chartered engineer and possess a Form -10 certificate
5. Hydra drivers should have proper HV License
6. Training will be conducted as a part of the induction process and then the person has to enter the factory.



7. All the requirements that are insisted by the EHS team on the safety precautions stated by the team in the plant shall adhere.
8. Tools and tackles - Welding machine, cutting sets, etc. shall be in good condition and can be taken inside the factory after approval from Sterlite.
9. Work permits to be taken and the conditions of the permit to be adhered.
10. Housekeeping after the completion of the job to be ensured on a daily basis.

**CONDUCT OF THE AUCTION:**

Only those Customers who have been approved by the “Client” and handed over stamped and manually signed “General Rules and Regulations governing conduct of Online Auction along with Letter of Interest, required EMD amount and other necessary documents to the “Service Provider” prior to the start of Online Auction will be given “Login ID” and “PASSWORD” to enable them view and participate in Online Auction. “**STERLITE POWER TRANSMISSION LTD**” will have the sole discretion to approve the Customers who have submitted bids and no requests will be entertained in this regard by Service Provider from the Customers.

The Online Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Online Auction such as “START TIME”, “DURATION”, “END TIME” AND “AUTO EXTENSION FACILITY” Shall be specified separately for each Auction.

“Service Provider” retains the right to cancel or reschedule the Online Auction, with the prior written approval of the Client, on any of the following reasons:

- The number of confirmed Customers is deemed insufficient to conduct the Online Auction
- Some of the confirmed Customers are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
- There are no bids, which are equal to or below Start Bid Price.
- Any other reason, which in the opinion of “Service Provider” / “Client” requires such action to be initiated.

The duration of Online Auction may also vary from the pre-specified period of time either on account of termination of the Online Auction by “Service Provider” on the advice of the Client.

OR

In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or the integrity of the auction process.

OR

Due to Auto Extension during the Auction, duration may increase from specified period.

In the event of any problems being faced in the smooth conduct of the Online Auction, “Service Provider” with the approval of the Competent Authority of the Client, shall have the right to undertake one or more of the following steps:

- Cancellation/ premature termination of the Online Auction with/ without a subsequent rerun of the auction on a mutually decided date
- Cancellation of a bid
- Locking / deactivate a Customer’s account (suspension of operations in the account), etc.

In case of failure of net connection, Customer will communicate his best price to the “Service Provider” and “Service Provider” will bid on behalf of the Customer with the minimum increment until the bid price reaches the best price offered by the Customer, by proxy bidding mechanism.

The best price communicated by the Customer will have to be authenticated by written confirmation or fax to the “Service Provider” and will be kept confidential between the “Service Provider” and the Customer. Customer will be bound by the price offered.

#### **LIABILITY OF “SERVICE PROVIDER”**

“Service Provider” shall not be liable to the Client/ Customers participating in the Online Auction or any other person(s) for:

- Any breach of contract between winning Customer and Client.
- Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

While reasonable care and diligence will be taken by “Service Provider” in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/ customers in accessing the Auction Engine and placing bids, etc. the customers shall specifically indemnify “Service Provider” from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are undertaken by “Service Provider” to assist the Customers in participation but the ultimate responsibility on all these counts lies totally with the customers.

#### **RIGHT OF THE CLIENT:**

The Client reserves the right to partially or totally accept or reject any / all bids placed in the Online Auction without assigning any reason whatsoever. The decision of the Client would be final and binding on the Service Provider and the Customer in any such case. In case the Online Auction is cancelled by Client, then Service Provider shall undertake the re-auction at its own cost, as directed by the Client.

#### **CONFIDENTIALITY CLAUSE:**

“Service Provider” undertakes to handle any sensitive information provided by the Client or confirmed Customers for the auctions conducted with utmost trust and confidentiality.

#### **JURISDICTION**

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Court of Law having jurisdictions over the Plant from where the Materials are being sold.

## **DEFINITION OF KEY TERMS**

### **Auction**

Auction refers to a forum where the requirement for one/more lots of an item is stated and the participants (customers) are required to bid down the price to be selected to supply the requirement.

### **Online Auctions**

Online auctions refer to those auctions conducted through the Internet with the customers (from one or more locations) simultaneously bidding to be selected for supplying the item/s on Auction. In other words, the venue for the auction is on an Internet website/ platform.

Services refer to the Online Auctions conducted by the Service Provider through its website as the venue for the purpose of the Online Auction and also includes the responsibilities narrated under the head "ROLE OF SERVICE PROVIDER" above.

### **Award at the Auction**

In a single winner format, only one customer (normally the customer who quotes the highest price) is awarded all the units of the item being auctioned. The customer quoting the highest price is normally allotted the item.

### **Client**

Client is the individual/business entity who has contracted "Service Provider" to conduct such auction. In case of auction, the purpose would be the genuine intent to sell the selected item/s (Lot) to the customers desiring to buy these items from the Client.

### **Customer**

Customer is the individual/business entity participating in the Auction, intending to buy the item(s) from the Client. To become a Customer in the auction, a business entity has to secure client approval for participation and also provide written assent to the General Rules and Regulations.

### **Auction Engine**

Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. "Service Provider" is the sole owner of the auction engine and retains exclusive right over the utilisation of the same.

### **Timings of the Online Bid**

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavor of "Service Provider" to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (Launch, operation, and closure) would be guided by the Server Time. Customers are advised to refresh both the windows of the Auction Module check the exact Server Time (displayed in both the windows).

### **Preview Time**

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionality and screens of the auction mechanism. It is not mandatory for "Service Provider" to provide Preview Time.

### **Start Time.**

Start time refers to the time of commencement of the conduct of the online auction. It signals the commencement of the Price Discovery process through competitive bidding.

### **Duration of the Auction.**

It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing customers. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be curtailed/extended. The conditions include:

- Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time)
- Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other customers to view and react to the bid.

### **Auto Extension of the Auction Timings.**

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally X minutes. "Service Provider" however retains the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the customers under the Bidding Rules module on the engine.

### **End of the Auction.**

End of the Auction refers to the termination of the auction proceedings signaling an end to the price discovery process.

### **Auction Report.**

"Service Provider" would provide an Auction Report to the Client containing a summary of the auction proceedings and outcome. The Auction Report would constitute the official communication from "Service Provider" to the client about the outcome of the Auction.

## **Material photographs (indicative only)**

**Please note that all the photographs used in the catalogue are for reference only. The actual condition of the material may differ from the photographs. All the interested customers are strictly advised to inspect the physical condition of the material on site and then participate in the auction and place bids according to their inspection.**

**Please do not place bid only viewing the photographs of the material. No complaints regarding the quality or quantity will be entertained once the auction is started."**





No: 132/1, Khunda - Karamadai Main Road, Opp HP petrol Pump, Marudur, Karamadi, Tamil Nadu - 641104.



230KV & 110KV TNEB Sub Station, Kinnimangalam, Checkanurani, Tamil Nadu - 625514.



230KV & 110KV TNEB Sub Station, TNEB Rajaputhukudi, Kayathar, Near Kayathar Toll Gate, Tamil Nadu - 628714.



230KV & 110KV TNEB Sub Station, TNEB Rajaputhukudi, Kayathar, Near Kayathar Toll Gate, Tamil Nadu - 628714.



230KV & 110KV TNEB Sub Station, Koviloor Sub Station Campus, Karaikudi, Tamil Nadu - 623307.



No:8/17 & 8/8, Mettu Street, Muthiyalpet, Kanchipuram, Tamil Nadu - 631601



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