

# ONLINE FORWARD AUCTION SALE SCRAP FA-21- MIXED SCRAP, AL, HAZARDOUS ETC. ADANI POWER RAJASTHAN LTD

Auction Date & Time	03.07.2020 at 3.00 PM					
Inspection Date	24.06.2020 to 02.07.2020					
EMD Submission Date	02.07.2020(recommended)					
EMD Amount	Lot wise EMD as per ANNEXURE 1(PAGE 11)					
Submission of EMD in favour of "mjunction services Ltd." payable at Kolkata for NEFT	Beneficiary Name: MJUNCTION SERVICES LIMITED Bank Name: HDFC BANK LTD Branch Name: Sandoz Branch, Mumbai Account No: Explained below * IFSC Code: HDFC0000240					
Material List	As per ANNEXURE 1 (PAGE 11)					
Auction Engine	www.metaljunction.com					
Bid Basis	Bid has to be placed as per the UOM as mentioned in material list					
Auction Logic	Online Forward Auction					
Contact Information of APRL	Adani Power Rajasthan Limited Mr. Durgesh Sharma Techno Commercial Department Mob +91 88750 24559   Off Extn 78654   durgesh.sharma@adani.com   www.adani.com Village- Kawai, Taluka Atru, Dist- Baran, Rajasthan (India)					

Contact Information for miunction

Conta	Contact information for injunction								
SI No	FSD	Base location	Indicative Territory	Contact Details	Email Id				
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4	Prabhat Singh	Delhi	Delhi, Uttar Pradesh, Uttarkhand	7596059533	Prabhat.Singh@mjunction.in				
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SD Team – Mjunction : Mr. Bidyut Ghosh – 08336939651 – bidyut.ghosh@mjunction.in CRM – Mjunction : Mr. Ravi Vyas – 8879142084 – ravi.vyas@mjunction.in





**Valuejunction** a business unit of mjunction services limited is pleased to be selected by *Adani Power Rajasthan Limited (APRL)* for conduct *of* online auctions for disposal of their Items as per ANNEXURE 1. All these materials 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 AND EMD DETAILS:**

**Registration**: All our new customers are requested to register themselves in the website www.valuejunction.in or www.metaljunction.com or get in touch with **Mr. Anirban Sukul: Mobile: 7596058565.** 

## EMD Deposit Details are as mentioned below:

**Submission of EMD in favour of "mjunction services Ltd." Payable at Kolkata for NEFT**. Bidders must always deposit the EMD in their unique Virtual Account only. Unique Virtual Account is available in your "Profile".

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.

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

For any assistance please contact our toll free no: Toll Free No: 180041920001 or write to enquiry@mjunction.in

Important: It is the responsibility of the bidder to submit the PRE-BID DEPOSIT on time and correctly. If any payment receipt is delayed to MJ account, it is understood that MJ would not allow the bidder to participate in the e-auction.

EMD will be refunded to the unsuccessful customers on the basis of online requests from the Customers. Customers are expected to attach themselves for the auction via the Online EMD Management Module. EMD shall be transferred to Adani Power Rajasthan Ltd (APRL) immediately on receipt of confirmation of sale from APRL. Successful bidders' EMD will be converted into Security Deposit and balance amount will be deposited/adjusted as per the amount of security deposit before lifting of scrap. This Security Deposit will be refunded after 30 days of successful lifting of Scrap. EMD or Security Deposit bears no interest at the time of refund. Security Money cannot be adjusted against last DO. Buyer has to give a letter for refund by DD or RTGS.

innovating for outcomes



If any buyer fails to deposit advance payment within given time period, as per mentioned above, EMD amount will be forfeited.

# PLEASE NOTE THE FOLLOWING POINTS BEFORE SELF ATTACHING WITH AUCTION

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.

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.

#### **TERMS AND CONDITIONS:**

- 1. Bid Validity: Twenty one (21) working days from the date of Forward e-auction.
- 2. Pre bid earnest money Deposit (EMD):

EMD as per Annexure-1 shall be deposited by the bidders for participation in auction. The EMD of unsuccessful bidders shall be returned back to them within ten (10) working days following the date of e-auction on receipt of refund request letter from the bidders.

The EMD amount shall be adjusted against the final invoice upon successful completion/execution of Sale Order.

# 3. Lifting Period:

Within 15 working days from the date of release of Sale Order.

However the quantity of lifting shall be allowed equivalent to the money deposited in each installment (including Taxes and Duties).

#### 4. Payment Terms:

100 % advance along with applicable Taxes shall be paid by Purchaser on pro rata basis as an advance before lifting of scrap within Lifting Period.

5. Forfeiture of Earnest money deposit:

In the event of failure of Bidder to pay advance amount or back out after issuance of sale order intimation to the successful bidder, then EMD amount shall be forfeited for respective Lot/items.

- 6. Penalty Clause:
  - a. In case Bidder fails to lift the scrap within the scheduled time, seller may at its discretion extend the period for such non-lifted item/s by levying ground rent @ 1% per day of the total Sale value (excluding positive tolerance on quantity) with



GST of such non- lifted item or part thereof for such delayed period, subject to maximum extension of one week

- b. In case of extension of time, Bidders shall submit request to seller minimum 4 days before completion of lifting period.
- c. No more extension will be given beyond one week.
- d. No further extension will be given under any circumstances other than mentioned in lifting period and on expiry of the extended period as mentioned in point no. 1 above, EMD shall stand forfeited without any further notice or any communication.

## 7. Loading of Scrap:

In Bidder's scope and on "As is and where is Basis". In case there is requirement of cutting and segregation of material for proper loading, then Bidder shall take permission from the seller for the same.

8. Transportation of Scrap:

In Bidder's scope.

9. Quantity Variation:

The variation in the sale quantity shall be limited to + 20% of the total quantity of each item or actual available quantity whichever is lesser.

- 10. Bidder shall ensure to submit their authorization/ membership from state/central pollution control board approved valid recycling certificates failing which bid shall not be entertained.
- 11. Place of Jurisdiction and Arbitration shall be at Ahmedabad.
- 12. Bidder shall follow the COVID-19 pandemic guidelines issued by Government (Center & State Govt) from time to time. Bidder shall ensure proper safety and follow the instructions given by Adani Power Rajasthan Ltd in lieu of COVID-19 pandemic.





# GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE AUCTIONS ON THE "SERVICE PROVIDER" PLATFORM

### **INTRODUCTION:**

This Online Forward Auction is being conducted for

**ADANI POWER RAJASTHAN LIMITED existing within the meaning of Companies Act, 1956** (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 on line 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-toto, to these General Rules and Regulations governing conduct of Online Auctions, and Terms and Conditions for sale of Materials belonging to APRL 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. 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 and 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 prespecified 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.

The participation in the auction process presumes complete awareness and understanding of the bidding rules.





#### **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. "*Client*" 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.

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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.

Name: Signature

Designation of signatory Date Place
Telephone / FAX no.\_\_\_\_\_\_

Signed in acceptance of the above terms and conditions





#### **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 be 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 utilization 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. 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.





#### **ANNEXURE 1**

### Materials are present in ADANI POWER RAJASTHAN LIMITED

Sr. No	Material Description	UoM	Quantity	EMD (Rs.)	Hazardous material/MOEF certificate
1	SCRAP,CAST IRON(CI)	MT	5	10000	
2	SCRAP; MS; STRUCTURAL & FAB. STEEL	MT	20	20000	
3	SCRAP, ALLUMINIUM MATERIAL	MT	1	10000	
4	Scrap Nozzle	MT	13	15000	
5	Scrap Grinding Roll	MT	28	32000	
6	Scrap Gas compressor & EOT machine	MT	10	30000	
7	SCRAP ELE MOTOR/EQUIPMENT DIFF SIZE	EA	20	15000	
8	SCRAP MS DRUM 210 LTR	No	135	5000	
9	Scrap, PVC Carboy 50/60L	EA	550	5000	Yes
10	Scrap, PVC Carboy 30/35L	EA	1725	5000	Yes
11	Scrap, PVC Carboy 20/25L	EA	2425	5000	Yes
12	SCRAP EMPTY BARREL HDPE 210 LTR. (Closed top)	EA	258	5000	Yes
13	SCRAP EMPTY BARREL HDPE 210 LTR. (Open Top)	EA	70	5000	Yes
14	Scrap Oil paint cans 20 LTR	EA	225	1000	Yes
15	Scrap Oil paint cans 5 LTR	EA	32	1000	Yes

Plastic CPCB certificate holder will be allowed to participate in the auction for lot 9, 10,11,12,13 Required Consent To Operate (CTO) from PCB for recycling of plastic.

### **SPECIAL NOTE: -**

- 1) EMD amount will not be refunded if part quantity is lifted within the scheduled time. Full 100 % quantity is to be lifted by the buyer then only EMD amount will be refunded.
- 2) All safety norms and policies to be followed by the party while lifting the materials from our Site as per our Safety department's instructions. All labour liability in your account as applicable as per govt. rule. All expenses in your scope.
- 3) All bidders are requested to kindly inspect the materials before bidding as EMD will not be refunded under any circumstances after scrap sale order is released to highest bidder.
- 4) The buyer has to arrange for all lifting equipments and abide all safety norms, policies of APRL as per safety department guidelines and comply with all paper formalities as directed by them.
- 5) All applicable GST rules as applicable will be applied.
- 6) Any other govt. taxes extra as applicable at the time of lifting.

## **PHOTOGRAPHS**

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 understanding on the material through inspection. Please do not place bid only viewing the photographs of the material. No complaints regarding the quality, quantity or any other issues regarding the materials will be entertained once the auction is started.

# 1. SCRAP, CAST IRON(CI)



# 2.SCRAP; MS; STRUCTURAL & FAB. STEEL

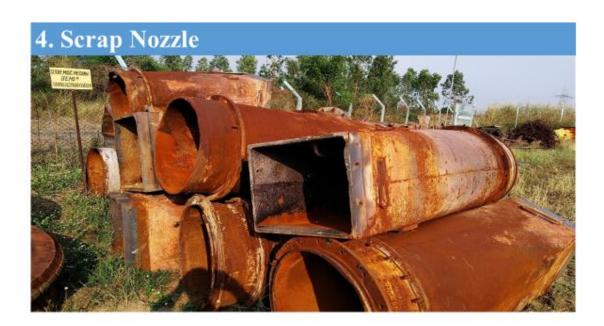






# 3.SCRAP, ALLUMINIUM MATERIAL









# 5. SCRAP, Grinding Roll



# 6-A: Scrap Gas compressor & EOT machine







# 6-B: Scrap Gas compressor & EOT machine



# 6-C: Scrap Gas compressor & EOT machine







# 6-D: Scrap Gas compressor & EOT machine



# 6-E: Scrap Gas compressor & EOT machine







# 7. SCRAP ELE MOTOR/EQUIPMENT DIFF SIZE



# 8. SCRAP, HW, DRUM MS CP - ABOVE 210 LTR











Item No 12 - Scrap, Empty barrels, HDPE 210 ltr (Closed top), Qty – 258 Nos







Item No 13 - Scrap, Empty barrels, HDPE 210 ltr (open top), Qty - 70 Nos



Nos ltem No 14- Scrap, Oil paint cans 20 Ltr, Qty – 225









# Item No 15 - Scrap, Oil paint cans 5 Ltr, Qty – 32 Nos



