

**ONLINE FORWARD AUCTION SALE SCRAP**  
**FA-19- OIL SCRAP-RAIGARH ENERGY GENERATION LTD**

<b>Auction Date &amp; Time</b>	<b>03.07.2020 at 2.30 pm</b>
<b>Inspection Date</b>	24.06.2020-01.07.2020 (on working days) with prior appointment with concerned person from mjunction services limited at least 1 day before date of visit. <b>Inspection timings - 10:00 AM to 12.30 PM &amp; 2.30 PM to 5.00 PM (Monday to Saturday only)</b>
<b>EMD Submission Date</b>	24.06.2020-01.07.2020(recommended)
<b>EMD Amount</b>	Lot wise EMD as per ANNEXURE 1
<b>Submission of EMD in favour of "mjunction services Ltd." payable at Kolkata for NEFT</b>	Beneficiary Name: MJUNCTION SERVICES LIMITED Bank Name: HDFC BANK LTD Branch Name: Sandoz Branch, Mumbai Account No: Explained below * IFSC Code: HDFC0000240
<b>Material List</b>	As per ANNEXURE 1
<b>Auction Engine</b>	<a href="http://www.metaljunction.com">www.metaljunction.com</a>
<b>Bid Basis</b>	Bid has to be placed as per the UOM as mentioned in material list
<b>Auction Logic</b>	Online Forward Auction
<b>Contact Information of REGL</b>	Raigarh Energy generation Ltd Village: Chotte bhandar, Po Bade bhandar, Tehsil: Pussore,Dist: Raigarh, Chhattisgarh Pin No: 496100  For Inspection & Lifting of Scrap  Mr Parimal Pethe-7583888644 <a href="mailto:Parimal.Pethe@adani.com">Parimal.Pethe@adani.com</a> Mr.RaghavachariChakravarthi-9764599981- <a href="mailto:Raghavachari.Chakravarthi@adani.com">Raghavachari.Chakravarthi@adani.com</a>  For Sale Order & Commercial issues:  Sh. Meet Mansata 9522232528 ; <a href="mailto:meet.mansata@adani.com">meet.mansata@adani.com</a> Sh. Pankaj Sharma 9673339795 ; <a href="mailto:Pankajr.Sharma@adani.com">Pankajr.Sharma@adani.com</a> Sh. Manindra Jha 9099000710 ; <a href="mailto:Manindra.Jha@adani.com">Manindra.Jha@adani.com</a>

**Contact Information for mjunction**

Sl No	FSD	Base location	Indicative Territory	Contact Details	Email Id
1	Vinod Yadav	Mumbai	Maharashtra, Goa	9920516150	<a href="mailto:Yadav.Vinod@mjunction.in">Yadav.Vinod@mjunction.in</a>
2	Manjinder Singh	Mandi Govindgarh	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir	7605090375	<a href="mailto:Singh.Manjinder@mjunction.in">Singh.Manjinder@mjunction.in</a>
3	Mitesh Giradakar	Bhilai	Chhattisgarh, Madhya Pradesh	7596040406	<a href="mailto:Mitesh.Giradkar@mjunction.in">Mitesh.Giradkar@mjunction.in</a>
4	Indranil Dutta	Rourkela	Orissa, Jharkhand	7596058556	<a href="mailto:Indranil.Dutta@mjunction.in">Indranil.Dutta@mjunction.in</a>
5	Prabhat Singh	Delhi	Delhi, Uttar Pradesh, Uttarkhand	7596059533	<a href="mailto:Prabhat.Singh@mjunction.in">Prabhat.Singh@mjunction.in</a>
6	Soumen Chakraborty	Kolkata	West Bengal, Bihar, North-east states	7605090372	<a href="mailto:chakraborty.soumen@mjunction.in">chakraborty.soumen@mjunction.in</a>
7	Anirban Sukul	Kolkata	Coordinator	7596058565	<a href="mailto:Anirban.sukul@mjunction.in">Anirban.sukul@mjunction.in</a>

**SD Team – Mjunction : Mr. Bidyut Ghosh – 08336939651 – [bidyut.ghosh@mjunction.in](mailto:bidyut.ghosh@mjunction.in)**

**CRM – Mjunction : Mr. Ravi Vyas – 8879142084 – [ravi.vyas@mjunction.in](mailto:ravi.vyas@mjunction.in)**

**Valuejunction** a business unit of mjunction services limited is pleased to be selected by *Raigarh Energy Generation Ltd (REGL)* 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” & “As-is-what-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](http://www.valuejunction.in) or [www.metaljunction.com](http://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](http://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](mailto: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 **Raigarh Energy Generation Ltd (REGL)** immediately on receipt of confirmation of sale from REGL. Successful bidders' EMD will be converted into a part of Security Deposit (5% of the Sale Order basic value) and balance amount will be deposited/adjusted as per the amount of security deposit before lifting of scrap. This EMD amount /Security Deposit will be adjusted against the final invoice upon successful completion/execution of Sale Order.

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. Penalty : In case of successful bidder fails to lift the goods as per PAYMENT AND LIFTING SCHEDULE herein, RAIGARH ENERGY GENERATION LIMITED, RAIGARH may at its discretion sell the remaining quantity through re-auction without any reference to the defaulting bidder. Besides, RAIGARH ENERGY GENERATION LIMITED, RAIGARH reserves the sole right and discretion of disposing off such goods and the Earnest Money Deposit /Security Deposit of the defaulting bidder will be forfeited. Mjunction will credit the EMD amount to REGL account within 2 (two) working days after bid failure period
2. Forfeiture of EMD: : 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.
3. Lifting Period: **As per Annexure 1**
4. Visit Confirmation: Customer need to provide the attached declaration for Visit & Inspection of available material at site before participation in forward e-auction.
5. Qty Tolerance: **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.**
6. Payment Terms: **As per Annexure 1**
7. All taxes & duties like Custom duty, custom clearance, GST @ 18%, TCS @ 1% are in Purchaser's account.
8. Bid Validity: twenty one (21) **working days** from the date (excluding the date of auction) of Forward e-auction.
9. Customer/Bidder has to give prior notice before going for inspection of material.
10. Materials must be removed after making payment with all Taxes & Duties as per Sale Order and schedule mentioned in annexure-I
11. All payments are to be made by **RTGS/DD of Nationalized Banks** only payable at **Raigarh** favoring **Raigarh Energy Generation Limited**
12. Purchasers will appoint their authorized representative & transporter and will provide the name, address, Telephone Numbers, Fax Numbers, Mobile No. and email address of the representative & transporter to the Seller.
13. Loading and transportation of the material will be done by the Purchaser at their own cost & risk and under its supervision at the Site
14. **Penalty for Delay in Collection / Payment:**

- 15.1. In case Purchaser fail to lift the scrap within the schedule time given to them, REGL may at its discretion extend the period for such non-lifting item/s by levying godown rent @ 1 % per day of the total Sale value (excluding positive tolerance on quantity) with GST of such non- lifting item or part thereof for such delayed period, subject to maximum extension of One week.
  - 15.2. In case of extension of time, Purchaser shall submit request to REGL minimum 4 days before completion of lifting period.
  - 15.3. No more extension will be given beyond One week.
  - 15.4. No further extension will be given under any circumstances other than mentioned above in Lifting period and on expiry of the extended period as mentioned in point no. 15.1 above, EMD/Security Deposit shall be construed as forfeited for the said Purchaser by REGL without any further notice or any communication.
15. It will be Purchaser's responsibility to weigh the empty truck at the Seller's weigh bridge
16. All the consignments must be weighed even if they are sold on lot basis for Seller's record if required
17. In order to facilitate the Seller to complete the transaction before 5.00 p.m. the goods should be collected before 4.00 p.m. on any working day with prior appointment with the concerned Department within the stipulated delivery days.
18. Should the Purchaser wish to take delivery of the Scrap material through a representative, he must authorize the later by a letter of authority or continuing authority which shall be presented to the officer concerned. May be the officer concerned in his entire discretion decline to act on any such authority and it ought to be for the Purchaser to satisfy the officer concerned that the authority is genuine. Delivery to such person shall be sole responsibility of the Purchaser & no claim shall lie against the Seller on any account whatsoever, if delivery is offered to a wrong person.
19. The Seller reserves the right to unload the vehicles for inspection purpose. If it is suspected at any time that the Purchaser has loaded the material for which he is not entitled or if the Purchaser is found to carry excess material than that mentioned in the documents, the Seller will be within its right to detain the vehicle, unload the goods at the cost & expenses of the Purchaser & terminate the Contract forthwith and forfeit the sale value & claim such further losses and damages that may be caused to the Seller
20. It shall be the responsibility of the Purchaser to see that he or his laborers or agents collect and load only that quality and kind of Scrap that is covered under the Contract and in the event of his laborers or agents finding any other quality of or kind or Scrap mixed with the Scrap allotted to him he should forthwith bring it to the notice of the yard master of Seller and lift Scrap only after segregation.
21. During the course of the removal of the Scrap material if any damage is caused to the Seller's premises, installations or instruments, the Purchaser will be entirely held responsible to make good such losses. Till such period, the damage is repaired or compensated to the Seller, no delivery of any lot/s purchased by the said bidder will be allowed.
22. Lots sold must be removed by the Purchaser on or before scheduled period as mentioned hereinabove under **Annexure-I**
23. In case of any dispute regarding the Contract, the Seller and the Purchaser shall try to resolve it amicably. In case it is not resolved, it will be referred to one Arbitrator appointed by the Seller. The arbitrator so appointed shall act in accordance with the provision of Arbitration & Conciliation Act, 1996 and the venue of arbitration shall be Ahmedabad or as suggested by the Seller

24. If there is any dispute as to the last or highest bid or dispute in identifying the item belonging to particular lot, the dispute shall be determined by the Seller and their decision shall be final and binding to all.

25. Only the appropriate Court in Ahmedabad will have Jurisdiction to deal with any disputes arising out of the Contract or as suggested by the Seller.

**26. Forfeiture of Earnest Money Deposit:**

27.1 In the event of failure of Purchaser to pay sale value within stipulated period as mentioned in payment clause, the Contract will automatically stand terminated and the Earnest Money Deposit will stand forfeited for the breach of Contract by Bidders.

27.2 If Purchaser backs out from the deal after auction/receipt of confirmation and / or after receipt of Sale Order from REGL the EMD / Security Deposit paid by Bidders shall be forfeited by REGL (Seller) and the decision of REGL shall be final and binding in this regard

27. **Termination of Contract :** The Seller reserves the right to terminate the Contract at any time by giving seven days' notice on the following grounds and forfeit the Earnest Money Deposit.

28.1. Non-receipt of acceptance of the Sale order within Three (3) working days from the date of release of Sale Order.

28.2. Unsatisfactory execution or performance of the Contract by the Purchaser.

28.3. For improper behavior of the Purchaser or breach of the terms and conditions of the Contract.

28.4. Decision of the Seller to terminate the Contract shall be final and binding and no claim for damages and compensation shall be entertained. Provided always that in the event of the Purchaser or his agent or laborers committing or attempting to commit theft, fraud, dishonesty or gross misbehavior in connection with the subject matter of this Contract or in any other -connection whatsoever concerning the business of the Seller, the Seller will be entitled to terminate the Contract forthwith and forfeit the Earnest Money Deposit at its sole discretion.

**28. Force Majeure:**

If either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz. acts of God, acts of Government, acts of Public enemy, fire, war, insurrection, embargo, blockade, earthquake, floods, epidemics, lock outs, theft, closure, then provided Notice of happening of any such eventuality is given by the affected party to the other party within 7 days from the date of occurrence and cessation of Force Majeure, the period of Force Majeure shall be excluded accordingly. Provided however, such events materially and adversely affect the affected Party's performance of its obligations pursuant to the terms of the Contract. Neither of the Parties to the Contract shall claim compensation for the loss thus incurred.

**29. Passing of Property In the Goods:**

It is expressly made clear that the property in the goods whether sold by units, weights or lots, whether arranged or otherwise, will remain that of the Seller and will pass on to the Purchaser only when material is taken out by the Purchaser from the factory Premises after getting valid dispatch documents.

**30. General:**

31.1 Custom Duty, Goods and Service Tax (GST), TCS or any other taxes as applicable under the relevant Act will be charged extra at the rate prevailing at the time of delivery.

31.2 All trucks, handcarts, carrying such materials outside our premises are subject to inspection by our Security Dept. at the gate. If required, the Purchaser will have to unload the vehicle if Security Officer Demands for a surprise check.

31.3 Any person employed or engaged by the Purchaser for the purpose of the execution of the Contract shall be required to observe the rules and

regulations that are prevailing in Seller's Company. The movement of his persons shall be restricted only to the place of work assigned to them. Each person engaged by the Purchaser shall be required to obtain a Pass from Seller's Security Department for entering and leaving Seller's Factory premises. All the labour engaged by the Purchaser shall be subjected to inspection by Seller's Security Dept.

- 31.4 All communication will be made through email messages / letters through registered post / courier. All notices, letters communicated to the Purchaser/s via email shall be deemed to have been received by him/them within 12 hours from the time of email sent to him/them. Purchaser/s is requested to check their emails from time to time every day.
- 31.5 The Purchaser shall not be entitled to resale any lot or part of a lot while the goods are still lying within the premises of the Seller and no delivery would be effected by the Seller to any person other than the Purchaser whose names are mentioned in the delivery order.
- 31.6 All Purchasers of the lots before collecting purchased materials from inside the works should contact the Seller's authorized officer to get them fully acquainted with safety rules and regulations. Purchasers will be allowed to start collecting materials only when they have confirmed in writing that they are agreeable to follow the various safety rules and factory regulations.
- 31.7 The Seller will in no way be responsible for any accident, damage or injury to the Purchaser's workmen or equipment while on factory premises and no compensation what so ever shall be entertained by the Seller.
- 31.8 If the successful purchaser at any stage either neglects or refuses or is unable to take delivery of the materials for any reasons whatsoever or the performance of the purchaser is unsatisfactory, the Seller will have the right to terminate the Contract, enforce forfeiture of purchaser's EMD/security deposit and claim such further losses and damages that may be caused to the Seller to determine and declare at its sole discretion.
- 31.9 In the event of the purchaser failing to remove the materials and to pay price thereof, the Co. shall be free to sell the goods to any person or persons and to recover from the original purchaser the amount by which materials actually sold, falls short of the price agreed by the original purchaser. This does not in any way effect the right of the Seller to forfeit EMD as provided herein.
- 31.10 Special Conditions of sale or Additional Conditions of sale, if any, will be announced at the time of auction.
- 31.11 Purchaser should have to submit Workmen Compensation Insurance Policy, before execution of works inside the plant i.e. for cutting/cleaning/ lifting of materials. Purchaser should not deploy/Employ Minor persons (below 18 years) for execution of Contract as per the Labour Act.
- 31.12 Purchaser shall ensure safety Orientation program before commencement of work inside the plant premises every day.
- 31.13 Purchaser shall deploy/Employ Workmen with all necessary PPE's.- PPEs refers to general mandatory PPEs like, safety helmet, safety shoes, safety jacket, hand gloves, nose mask, ear plug, safety goggles.
- 31.14 Purchaser shall get inspected the tools and tackles used by them before execution of works inside the plant.
- 31.15 Purchaser shall possess valid Photo identification passes for their worker and staff during execution of Contract.

### 31. Safety:

- 32.1 Safety Induction is must for every Worker / Labour inside the plant premises.
- 32.2 Safety Audit is must for all worker and staff and their tools & tackles and machineries.
- 32.3 Without Safety Audit for Tools & Tackles no tools are allowed to use inside the plant.
- 32.4 Audit for Gas cutting machines, cylinders is must.



- 32.5 All workers shall strictly follow use of PPE otherwise no one will be allowed to work inside plant.(PPE- refer to 31.13 clause above)
- 32.6 Safety Shoe & Helmet is must for everybody.
- 32.7 No loose clothe is allowed irrespective of gender.

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

### **INTRODUCTION:**

This Online Forward Auction is being conducted for

**RAIGARH ENERGY GENERATION 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 REGL 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 specified duration. pre-
- 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.

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 the

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.

#### **Signed in acceptance of the above terms and conditions**

**Name:**

**Signature**

**Designation of signatory**

**Date**

**Place**

**Telephone / FAX no.** \_\_\_\_\_

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#### **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 (Item wise), 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 (Item wise) 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 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 at RAIGARH ENERGY GENERATION LTD**

S.No.	Scrap Description	UOM	QTY	Location	GST	TCS	Last Date of Payment	Tentative lifting period required.	EMD	MOEF Certificate
1	Used/ Waste Oil without barrel.	RSPLTR	30000	REGL, Raigarh - Scrap Yard	18%	1%	Within 10 Days from date of release of Sale Order & before lifting of scrap.	Within 30 Days from the date of release of Sale Order.	30000	YES
2	Used/ Waste Oil with MS/HDPE Barrel of 210 Ltrs capacity.	RSPLTR	10000	REGL, Raigarh - Scrap Yard	18%	1%	Within 10 Days from date of release of Sale Order & before lifting of scrap.	Within 30 Days from the date of release of Sale Order.	20000	YES

**NOTE-** for Item no. 1 packing arrangement i.e Barrels shall be in Buyers scope. MOEF/PCB certificate to be shared with [bidyut.ghosh@mjunction.in](mailto:bidyut.ghosh@mjunction.in) before auction

### **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 equipment's and abide all safety norms, policies of REGL 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.

### **Please Note:-**

- The quality mentioned is approximate quantity and can vary.
- During the course of execution of Sale order, in case due to negligent act by Buyer's staff /workmen/agent/supervisor/transporter engaged by buyer, and accident occurred

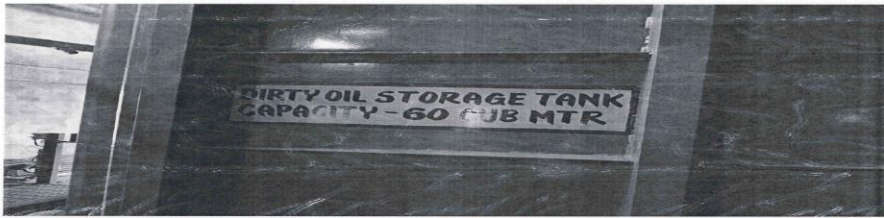
resulting in damage /loss to any machinery /equipment/vehicle/any property, living creature of company or any third party ,the entire cost of damage/loss shall be to Buyer's account. REGL shall not be responsible or liable for any compensation for such damage /loss.

- Cutting, Dismantling and loading is in scope of the buyer.
- GST & TCS will be charged extra as 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, if given, are indicatives and the bidders are strictly advised not to go for bidding without inspection.
- No complaints regarding difference in material quality or quantity will be entertained.
- Materials sold would be under "As-is-where-is" & "As-is-what-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 REGL authorized representatives. In case of any dispute, re-weighing shall be done on another weighing machine at the sole discretion of REGL.
- The authorized personnel of the successful bidder visiting the warehouse for lifting the goods should necessarily carry the authorization letter and the proper photo identity.
- REGL will arrange to issue Tax invoice for the transaction without which the goods shall not be removed from the REGL warehouse.
- Any details like PAN, Bank A/c etc. and copies of documents require for creation of customer code in REGL system have to be provided by the successful bidder.



## 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.



LOCATION-BHEL STORE 5(OUTSIDE AREA)