ONLINE FORWARD AUCTION FOR Sellingof "Scrap Bull dozers" from Santaldih Thermal Power Station (STPS), WBPDCL(Re-auction)
Work order no.–HQ/M&C/6050001276

Submission of"Letter of Interest(Annexure-1)" is mandatory to mjunction from all the willing bidders before participation in this e-auction.

Auction Date & Time	**:**	**05/08/2021, 13:00 HRS.**
Inspection Date	**:**	**From 22/07/2021 to 04/08/2021, 8:30 hrs. to11:30 hrs. and 15:00 hrs. to 17:00 hrs. (Except Sunday and Holidays)**
Last date of EMD Submission	**:**	**Till 04/08/2021 As mentioned in the"list of materials to be sold" in favour of "mjunction services Ltd."**

Contact Person (WBPDCL): **Mr. N. Bose Sr. Mgr. (Store, STPS)**
email id: nbose@wbpdcl.co.in
Mob No: 8336903875

Contact Person from mjunction :

Mr. Soumen Chakraborty
7605090372
chakraborty.soumen@mjunction.in
Mr. Subrata Bhattacharyya
08584008277
Subrata.b@mjunction.in
Mr. Anirban Sukul
7596058565
anirban.sukul@mjunction.in

Auction Engine : www.valuejunction.in

Bid Basis: Bid has to be placed in INR and as mentioned in material list

EMD VALUE : Check Material List

Auction Logic : Online Forward Auction

Valuejunction a business unit of mjunction services limited is pleased to be selected by West Bengal Power Development Corporation Limited 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 websitewww.valuejunction.in/www.metaljunction.com or get in touch with **Mr.Anirban Sukul (8981716128) & Mr. Subrata Bhattacharyya – 8584008277**

Participation Terms:

1) **Submission of Letter of interest, duly filled, signed and stamped with company seal. (For letter of interest – Please see Annexure I).**

2) **Submission of EMD in favour of "mjunction services Ltd." Details mentioned below**

For RTGS, details as mentioned below:

EMD DEPOSIT DETAILS as mentioned below:

EMD is in the name of MJ, bidder(s) must always deposit the EMD in their unique **VIRTUAL ACCOUNT** only. Unique Virtual account is available in their "Profile".

Bidder(s) can self-attach themselves to auction only when their EMD money is credited to your unique **Virtual account.**
So it is suggested to always deposit bidder(s)' EMD money much 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 alphanumeric 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/s 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 POINT BEFORE SELF ATTACHED WITH AUCION

All self-attachment to auction will STOP 30mins
before start of an auction Self-Attachment after
scheduled attachment time is not possible
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
Bidder(s) may also refer to the Online EMD Management Bidder/s Manual (audio/visual) available in www.metaljunction.com> Click on Login>Auction Login>Required Auction Training? Click Here>Online EMD

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

Important:

Bidder(s) should send the details of the payment done to mjunction services limited – Kolkata stating the UTR No., Bank and Branch name, Date, Amount, the payment made for and the lot details want to participate in company letterhead duly **signed**

and e-mail to: subrata.b@mjunction.in, **It is the responsibility of the Bidder(s) to submit the PRE-BID DEPOSIT on time and correctly.**

EARNEST MONEY DEPOSIT(EMD):

EMD (Pre-bid security deposit)shall be deposited by all the participating bidders before participating in this auction through online to mjunction account as said earlier. The exact

amount of EMD is indicated in this catalog, later. EMD of successful bidder i.e. H_1 bidder either can be adjusted with the security deposit, or it may be refunded after deposition of Entire Security deposit amount.

No willing agency will be allowed to participate in the auction without depositing pre bid security amount(EMD) to Mj account, which has to be deposited within scheduled date& time mentioned in catalogue.

This Pre Bid Deposit (EMD) to Non-H1 Bidder/s (unsuccessful bidder)will be refunded within 3 working day from the date of closure of the auction.
No interest shall accrue on the pre Bid Deposit(EMD).

Security Deposit (SD):

Successful bidder i.e. H1 bidder shall have to submit **a security deposit@ 10% of the total sale value of the contract within 7 days of the issuance of the sales contract (excluding the date of issue).** The SD shall be deposited in the form of Demand Draft/Pay Order/Bank Guarantee/RTGS/NEFT, drawn on any of the nationalized or scheduled commercial bank in favor of the seller(whose bank details will be informed later).
However, any SD shall be refunded after successful completion of lifting of materials , within 30(thirty) working days**.**
Pre Bid Security Deposit (EMD) against each LOT of scrap item will be converted to Security Deposit on acceptance of the H1 bid by the Client(WBPDCL) in case of the H1 bidder(s).
The deposited EMD of the successful bidder will be retained by mjunction who will transfer it to the WBPDCL Bank A/C after obtaining approval of H1 price , from the WBPDCL authority.EMD of successful bidder i.e. H1 bidder can be adjusted with the security deposit, at the discretion of the seller(WBPDCL).

No interest shall accrue on this Security Deposit(SD).
N.B. H1 bidder will must deposit the rest amount (i.e. 10% of total sale value including tax minus EMD amount)as security Deposit (SD) after adjusting with EMD amount, against the respective scrap item sold. It will be mentioned in the sale intimation which will be issued to H1 bidder.

General Conditions of Sale:

i) Initial pre bid security (EMD) shall be forfeited if the bidder unilaterally withdraws, amends, impairs or derogates from his offer in any respect within the validity of his offer.
ii)The bid of the highest acceptable responsive bidder shall normally be accepted (subject to approval of WBPDCL authority) and after getting H1 bid approval ,saleintimation will be issued to H1 bidder to deposit the entire sale value.
iii) **After receiving the sell intimation, H1 bidder will must acknowledge it and send the "ANNEXURE-1" sheet (which is attached here) with signature and seal of the company.**
iv) After receiving the ANNEXURE-1 sheet , and entire sale value , sales contract will be issued to H1 bidder.
v) After deposition of security amount(SD amount), sale order / lifting order / delivery order will be issued from the respective plant authority.

vi)In case the selected bidder/H1 bidder does not show interest in depositing the full amount of sale value or in lifting the goods, the entire amount as deposited by the bidder including amount of security deposit shall be forfeited and other actions be initiated including resale of the scraps and wastes in question at the risk and cost of the defaulter.

vii) In case the total quantity to be disposed cannot be lifted by the H1 bidder, the remaining quantity may be offered to the next higher bidder at the price offered by H1 bidder. The minimum quantity to be accepted / lifted shall be indicated in this auction catalogue.

viii)If the bidder's offer is not accepted, the bidder's EMD shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tender shall remain with the seller (WBPDCL)till payment of Security Deposit (SD) money has been made. EMD may be adjusted as part of the total SD amount at the discretion of the seller(WBPDCL).
ix)Successful bidder i.e. purchaser, shall have to submit Security deposit (SD)for an amount and in the mode as would be mentioned in the sale intimation.
x)After receiving the sale order / lifting order, H1 customer will process for collection of gate pass and thereafter initiatives for lifting / dismantling activities interacting with the SrMgr (Store) of the respective plant.
xi)At any time, any bid or whole auction may be cancelled as per discretion of the WBPDCL authority. In that case, EMD of the bidder(s) may be refunded subject to approval of WBPDCL authority.

Payment Terms:

The successful bidder(H1 bidder) may be allowed a maximum period of 15 (fifteen) calendar days (including the date of sale intimation), for payment of entire total amount of sale value. Sale intimation will be issued from the WBPDCL authority or mjunction, after H1 price approval.

Deposition of Entire Payment	100% of Total material Value inclusive of taxes and duties against each item.	within 15 (Fifteen) calendar days (including the date of sale intimation)

No part payment will be accepted against any lot without taking prior approval from the WBPDCL Authority, in any case.
Any adjustment of payment with EMD or SD or with sale value of any other LOT , will not be entertained at any time without taking approval of WBPDCL authority.

Extension of Payment:

The competent authority after taking into consideration the prevailing market rates and trends, may grant an extension of time for deposition of entire sale value with late payment charges at the rate of 1/2 % of the unpaid amount per week or part thereof up to two weeks only and thereafter the SD will stand forfeited without notice.

Extension shall not be granted as a matter of routine. The date of submission of the Demand Draft/Pay Order/Bank Guarantee or the date of payment through RTGS/NEFT is the date of payment for all purpose.

No interest will be paid to the purchaser/selected bidder for the amounts paid or deposited and subsequently found refundable to the purchaser under any circumstances and under any of the conditions of the contract.

Any extension of payment may be entertained against a request , from the H-1 Bidder(s) to the controlling officer, as well as ensuring the payment of penalty(for extension period), within 05 working days(except Sunday & Holiday) from the date of issuance of Sale Intimation

Failure of Payment:

If the winning customer(s) /Bidder(s) fail to pay any payment, as per payment schedule (including extension, if any) of the sale intimation letter, their initial security (EMD) will be forfeited.

If the winning customer(s) /Bidder(s) fail to pay full payment, as per payment schedule (including extension, if any) of the sale intimation letter, their partly deposited amount (material sold value) with initial security deposit (EMD) will be forfeited.

If the winning customer(s) /Bidder(s) fail to pay the penalty amount (if any) , for the extension of payment as per Sales contract /sale intimation letter, their initial security deposit (EMD) or SD, will be kept hold till the deposition of full amount of penalty to the WBPDCL Bank AC, after completion of the lifting activities.

If the winning customer(s) /Bidder(s) make payment forcefully deviating the scheduled payment terms (including extension, if any) of Sales contract / Sale intimation letter, without taking prior approval of WBPDCL authority, their initial security deposit (EMD) or SD will be kept hold, and it will be refunded to the party after the completion of the lifting activities, with the approval of WBPDCL authority.

Any deviation in the payment schedule (including extension, if any) mentioned in the Sales contract /Sale Intimation letter will not be entertained at any time, without any approval of the WBPDCL authority. Otherwise, EMD or security deposit(SD) may be forfeited with the approval of the WBPDCL authorities.

Lifting Terms:

The H1 Customer(s)(i.e.winning Customer / Successful bidder) will be allowed to start dismantling and lifting the Material ***only*** after completion of following sequence of activities: After making the full payment (including taxes & duties)of sale value, after receiving sales contract which will be issued from corporate authority, and after deposition of security deposit(SD).Then LOT wise sales order / lifting order will be issued from plant authority to the respective H1 customer(s)to start the lifting process. The lifting of the all sold materials (As per Lot) should be completed ***within the Lifting Period against the respective lots as mentioned in the Sales contract, or DO (Delivery order)/Lifting order/sales order issued to H1 Bidder/s from the***

WBPDCL authority. The lifting will be done under the ***supervision and*** direction of concerned ***official of West Bengal Power Development Corporation Limited in charge of such warehouse/location where the materials are stored.*** The materials will be delivered ***ex-warehouse.*** *It* will be whole 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, freight, and West Bengal Power Development Corporation Limited shall not be liable for the same in any manner.***

After getting the DO/ lifting order / sales order, respective H-1 Bidder/s will process for collection of gate pass and all other related activities towards dismantling / lifting of respective materials to be sold, as per norms of STPS (Santaldih Thermal Power Station), WBPDCL, and maintaining all other HR related rules & regulations of WBPDCL, and it has to be completed within 06 working Days (Except Sunday and Holiday) from the date of issuance of DO/Lifting order/ sales order from the plant.

Lifting Period – Mentioned in Material list (from the Date of issuance of Delivery Order) Excluding Max 6 days allotted for Collection of Gate Pass (Except Sunday And Holidays).

Extension of Lifting:

If the purchaser(H1 Customer) becomes unable to lift the material within free delivery period(as mentioned in this catalog later), he may request for an extension citing proper reasons. Such extensions shall generally
be granted after levying a ground rent at the rate of ½% of the sale value per day for a maximum period of 20 days *i.e. a* maximum up to 10% of the total sale value; beyond that, order will be cancelled and SD shall be forfeited.
However if delay in lifting of material is not attributable to the buyer, then extension may be granted without imposition of penalty.

If the H-1 Bidder(s)fail/s to lift all the sold materials within the lifting period (including extension, if any), as mentioned in the sales order, the WBPDCL has all rights to re-auction the rest of the non-lifted items. In that case, SD and initial deposited amount (material value)of the successful bidder(s) will be forfeited.

VARIATION IN AVAILABLE QUANTITY:

At the time of delivery, the actual quantity may vary from the quantity (weight/count/volume) mentioned in the delivery order. In case of excess available material, the corporation (seller) reserves the right to retain material in excess of quantity in the lot at its discretion. The purchaser may be allowed to lift the additional quantity maximum upto 10% of the delivery order after making the requisite additional payment to the corporation (seller).

If the quantity in a lot on actual weighment or count (as the case may be, but, here the materials will be sold as individual LOT basis) is less than the declared quantity, the corporation (seller) will not made good the deficiency under any circumstances.
The purchaser thereof will be entitled to obtain a refund for the undelivered quantity at the quoted rate. No interest will be paid on the amount of short delivered quantity.
The reasons for shortfall should be recorded by the official of the O&M Store and the competent authority should also record his opinion. Any refund in this regard will be made with the approval of the competent authority with due concurrence of the Finance department.
Copies of the weighment slip will be the basis for determining the refund amount. It may also be necessary to look into the records for the total quantity held by the O&M store department and particularly so in the case of non-ferrous scrap; the item concerned may have to be processed for stock verification.
In any case, the corporation shall not be held liable for refund of taxes, if already deposited with the appropriate authority.

Completion of Lifting:

H1 bidder(s) shall submit a Lifting completion certificate mentioning the total lifted quantity after completion of lifting of the respective LOT wise sold material as per DO/ lifting order / sales order, to the controlling officer of store of the respective plant ,who will verify , certify and inform to the WBPDCL Corporate office on the comments for return of deposited security deposit.

Refund of EMD (Initial security deposit) and SD (Security Deposit) to H1 Bidder/s:
Refund of initial security deposit (EMD)against respective LOT , will be done after the deposition of SD amount. If EMD is converted to SD , it will be refunded after Completion of Lifting of the same as per DO/ lifting order / sales order subject to completion of full payment as per Sales contract / Sale intimation, including penalty amount (if any) as well as submission of lifting completion certificate duly certified by the respective plant authority. Respective H1 bidder(s) must shall request to the controlling officer to get refund of initial security deposit (EMD) or SD amount along with the lifting completion certificate.
EMD / SD will be refunded to the H1 bidder(s) within 30 working days from the date of receipt of the lifting completion certificate submitted by the respective H1 bidder(s)at the end of controlling officer(Store) of the respective plant.
No interest shall accrue on EMD Value or SD amount.

TAXES AND DUTIES

1)The bids are to be placed exclusive of taxes and duties. The winning Customer shall be liable to pay all taxes as would be applicable on the date of dispatch of the material and "The West Bengal Power Development Corporation Limited" would not be liable for taxes in any manner, whatsoever.

WBPDCL

2)Any statutory variations in the rate of taxes and duties are to be borne by the purchaser/bidder. Rate of taxes and duties indicated in the e-auction or tender document shall be only indicative and actual rates as applicable on the date shall be payable by the successful bidders directly to the corporation (seller) at the time of taking delivery of materials.

IMPORTANT NOTES ON GST & TCS:

(i)GST will be applicable as per HSN of the scrap item to be sold. Respective H1 customer will declare the appropriate HSN of the respective scrap item to be sold.
(ii)As per GST rules, CGST, SGST or IGST will be applicable depending on the address of the respective H1 customer where the respective scrap item to be delivered. Respective H1 customer will provide their actual address.
(iii)TCS % will be applicable as per existing revised rate(0.75%). It may be changed according to the publication of revised TCS rate from statutory authority, time to time.
(iv)Sales intimation letter will be issued to the respective H1 customer from the mjunction, after getting approval of H1 price, mentioning total amount to be deposited including material value with GST & TCS.
(v)Sales contract will be prepared from the Corporate office , WBPDCL, on the H1 customer only after deposition of full amount to the WBPDCL Bank A/C , as mentioned in the sales intimation, and then Sales order / delivery order will be issued on the H1 customer from the respective plant authority.
(vi)In case, the TCS % is changed after the issuance of sale intimation / sales contract to respective H1 customer or deposition of entire amount to WBPDCL Bank A/C by the respective H1 customer:
If TCS amount has been deposited by WBPDCL to the statutory authorities, then the party will get TCS certificate which can be used by the party for subsequent Tax adjustment.

Material may be dismantled inside the plant, Post Depositing Full Material Value including Taxes, as well as deposition of SD amount and post receiving Lifting orders. Dismantling activity should be done as per Terms and Conditions of The WBPDCL.

H1 Bidder(s)will be allowed to dismantle and cut (as, and if required for lifting) the materials inside WBPDCL premises on approval of WBPDCL authority and if WBPDCL authority finds any requirement of such kind of activities. However, the cost of such activities will have to be borne by the winning customer, at their own cost.

Bid Validity: The bids quoted in on line auction procedure of mjunction will be valid for a period of 12 working days from the Very Next Working date of closure of the Forward Auction. (Except Saturday, Sunday & Holiday).It may Be Extended Further 05 (five) Working Days in case of any Unforeseen and Unavoidable Situation of the WBPDCL, and, H1 Bidder(s) will be Intimated Accordingly.

Bidder(s) 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.* Each 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 "West Bengal Power Development Corporation Limited" (for issues pertaining to West Bengal Power Development Corporation Limited). 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 contract agreement***.

Force Majeure Clause:

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-downs imposed by Government Acts or Legislation or other authorities, acts of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond the control of WBPDCL and which will directly or indirectly prevent completion of the entire job within the time specified in the contract, will be considered FORCE MAJEURE.

If the Contract is delayed or impeded in the execution of the work by circumstances of Force Majeure as herein defined, then the Purchaser / Buyer or seller/Owner as the case may be, shall, within one week, give notice in writing to the Owner or seller /Purchaser, of the existence of circumstances of Force Majeure, together with the evidence relied upon.

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

INTRODUCTION:

This Online Forward Auction is being conducted for

West Bengal Power Development Corporation Limited ***existing within the meaning of Companies Act, 1956*** having its registered office at BIDYUT UNNAYAN BHABAN, Block– LA, Plot No. 3/C, Sector–III, Salt Lake City, Kolkata– 700106 (here in after 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 **mjunction services limited Godrej Waterside, 3rd Floor, Tower 1, Plot V Block DP, Sector V, Salt Lake, Kolkata - 700091**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* West Bengal Power Development Corporation Limited 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 fulfilment 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 honor 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 endeavour 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. "**West Bengal Power Development Corporation Limited"** 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.

Signed in acceptance of the above terms and conditions

Name: **Signature**

Designation of signatory **Date** **Place**

Telephone / FAX no._____

WBPDCL

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 Default duration of the auction would be 60 Minutes**. 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. **30 Minutes extension will be given in case No Bid is received within Default Time.**

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 signalling 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.

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Material List of Items for Disposal

Materials are kept in STPS (SantaldihThermal Power Station) site / scrap yard, of West Bengal Power Development Corporation, WEST BENGAL

SL .No	Lot No	Item Description	Qty.	UOM	EMD (in Rs.)	Payment Schedule (including the date of sale intimation)	Lifting Period (in Working Days Except Sunday And Holiday) from the Date of Issuance of Delivery order/lifting order/sales order)
1	1	Scrap Bull Dozer(BEML make) 20 T	01	NO	55000	15 Calendar Days	40 Days
2	2	Scrap Bull Dozer(BEML make), 10 T	02	No	55000	15 Calendar Days	70 Days

Bid Basis: Rupees Per No

Debar clause: Any defaulting from the terms mentioned in this catalogue on part of the Customer in the case of payments or lifting or backing out after being H1 in auction, may lead to debarment for a Period of Minimum 3 Months (from the date of issuance of sale intimation) or any time period as per discretion of WBPDCL authority, from participation in any future auctions of WBPDCL under the existing rules on BLACKLISTING of WBPDCL , subject to approval of the WBPDCL authority. In this regard, Successful bidder may request to WBPDCL authority to observe the Blacklisting Policy of WBPDCL, if required.

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Scope of Inspection of the Materials to be sold:

1. **Before participation in the e-auction, inspection of material at site is mandatory.** It will be assumed that agencies participating in the auction have inspected the materials at site prior to the auction.
2. All interested and willing agencies may send their representative with company's authorization along with self identity to inspect the items at STPSof WBPDCL to inspect the items to be sold as mentioned in this catalog (Table for materials list of items for disposal).
3. Prior to inspection, willing company's representative will contact and consult with the Sr.Mgr & HOD or Mgr in charge of the STPS store by two / three days advance to know their availability, and must submit the letter of authorization to him on the day of inspection. **Without prior intimation and letter of authorization, any party will not be allowed to inspect the materials at site ,in any case**. Inspection will be done as per availability of the concerned person of the Store department of the respective plant, within the inspection period mentioned.
4. Inspection will be done as per item list mentioned in the published catalog and locating at the various locations of the store , with the supervision & guidance of Store representative as fixed by Sr. Mgr. & HOD or Mgr. in charge of the STPS store.
5. Quantity mentioned in the catalog against each LOT has been determined through eye estimation and accordingly inspection will also be done on this basis. Actual quantity may vary at the time of delivery. No complaints on material quality & quantity, will be accepted.
6. List of materials mentioned in the catalogue will be sold under "as is where is" basis(details is explained in point 13 below).
7. **All willing bidders must bid in the auction as per physical inspection done at site, and considering all other terms & conditions of the catalogue and also with considering any other necessary criteria of the site.**
8. Inspection date and auction date as mentioned above may be changed due to any unforeseen and unavoidable situation, and that will be intimated in due time accordingly.
9. After completion of the inspection activities, each agency will must sign with date & company's seal and mentioning details of location wise inspection done, and contact details of company's representative inside the inspection register as shown by the store representative of STPS , before leaving from the site.
10. Any confusion or ambiguity or query arising on the inspected material to be sold, is to be cleared during inspection time with the Store department of the respective plant, and it should be noted in the inspection register kept at the store department. After auction, WBPDCL will not be answerable to the H1 bidder / customer on the quality or quantity of respective sold material.
11. No physical inspection of the materials (to be sold through this e-auction) at site will be allowed to the H1 bidder ,after completion of bidding process in the auction, in any case, prior deposition of full sale value, until the bid against this auction is cancelled.

12. LOT wise material may be kept at the different locations inside or outside the scrap yard. Materials to be sold under a same LOT may also be kept at different locations under the store area. So, inspection should be done under the direction and guidance of the WBPDCL representative, and on random basis.

Special Note:-Visitors for inspection of scrap, are to be abided by the rules Connected to COVID-19, as imposed from the respective plant authority. COVID-19 negative Test report (RTPCR) is to be submitted (Not older than 72 Hrs. For entering into Plant-premises.

1. **"AS-IS-WHERE-IS BASIS":**

Notwithstanding anything contained in the e-auction or advertisement issued on the description and particulars of material for sale, the sale is on "As-is-where-is basis" only and the principle of caveat emptor (let the buyer be aware) will apply. "As-is-where-is" means that the description/quality/quantity indicated are approximate and the corporation (seller) does not give any assurance or guarantee that the material will strictly adhere to the advertisement or e-auction(auction catalogue).

All items shall have to be taken delivery from the site by the successful bidder(s), with its faults and errors in description, if any. Neither can the sale be invalidated nor the bidder can make any claim / compensation, whatsoever, on account of any defect in description or deficiency in the quantity and quality. No plea of misunderstanding or ignorance of conditions put forth subsequent to a confirmation of sale shall be accepted.

14.INSPECTION BY BIDDERS:

In view of the "As-is-where-is" condition, bidders shall be advised to quote rates only after due inspection of items at the site by the prospective bidder or his / her authorized representative. The bidder or his / her authorised representative shall be invited to inspect the materials as per the inspection schedule mentioned in the auction catalogue details, on any working day (excluding lunch hours) at the location specified against each lot with the prior permission from the contact person, as given in this auction catalogue details.

The record of such inspection conducted by the prospective bidder or his/her authorized representative shall be maintained by the concerned Store Dept. in the register kept at the store of the respective plant.

15.RIGHT TO REJECT ALL BIDS

The corporation (seller) shall reserve the right to accept or reject or cancel any bid, amend the quantity under any lot or withdraw any lot at any stage before or after acceptance of bid / issue of acceptance letter / sale order / delivery order / deposit of the entire sale value by the bidder, without assigning any reason thereof and the value of such material, if paid for, shall be refundable.

The seller shall not be responsible for damage / loss to bidders on account of such withdrawal at any stage from the sale.

16)All the parties will must follow all types of safety rules & norms of the respective plant including standard precautionary measures for COVID-19 (as per directives related to health guide lines of the Government) during inspection of the materials to be sold. If required, they may consult with the safety department of the respective plant. WBPDCL will not take any responsibility against any injury or any other unwanted incidents on the workers engaged for inspection.

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Scope of Dismantling and Lifting of the Material(s) to be sold:

Before dismantling and lifting of any LOT of scrap material, respective H1 bidder(s) must complete the full payment as per sale intimation letter issued to H1 customer(s) against the respective material(s).

1) Before dismantling and lifting, H1 customer(s) will request to controlling officer(store) of the respective plant with mentioning proposed time schedule for dismantling and lifting.
2) After receiving request from H1 customer, controlling officer(store) of the respective plant will arrange to issue an order to start the dismantling activities (if any dismantling activities for any scrap material is required before lifting, as per physical condition of the scrap item).
3) After getting the order, H1 customer will start the dismantling activities as per time schedule provided and during this time , all type of safety measures will be taken by the party as per requirement of the plant authority(after consulting with controlling officer of safety and store department of the respective plant) at their (party's) own cost and responsibility.
4) After successful and satisfactory dismantling activities, H1 customer will request to the controlling officer(store) of the respective plant to start the lifting activities.
5) But ,for the scrap materials where dismantling activities are not required(as per physical condition of the scrap item), party may request to the controlling officer(store) of the respective plant to start the lifting activities directly.
6) After receiving the request, the controlling officer(store) of the respective plant will arrange to issue an order on the respective H1 customer to start the lifting activities as per time schedule .
7) During dismantling and lifting activities , all type of safety measures will be taken by the party as per requirement of the plant authority(after consulting with controlling officer of safety and store department of the respective plant) ,and maintaining all type of General norms, HR norms & safety norms of the respective plant of WBPDCL, at their (party's) own cost and responsibility.
8) In some cases, for any scrap material, if it is required to shift the whole material from it's initial place, before dismantling as per requirement of the plant safety or ease of lifting, then this shifting activities will be done by the H1 customer at their own cost and responsibility.
9) All cost related to the dismantling and lifting activities including the cost of manpower, cutting, shifting , loading ,transportation etc will be bourn by the respective H1 customer. WBPDCL will not take any responsibility against any injury, accident or any other unwanted or unforeseen incidents during the dismantling and lifting activities.
10) WBPDCL will not provide any tools, tackles or any other machinery (like Hydra / Crane etc)during dismantling and lifting activities, to the H1 customer.
11) During dismantling and lifting activities , H1 customer will keep regular interaction and consultation with the controlling officer(store) of the respective plant for necessary guidance and feedback.
12) Finally, after completion of dismantling and lifting activities, H1 customer will submit a lifting completion certificate to the controlling officer(store) of the respective plant.
13) For Hazardous waste items(if any), H1 customer should follow the all essential rules and norms of WBPCB / CPCB and must consult with the controlling officer of the Environment department of the respective plant.
14) Engagement of Sub-contractor by H1 Customer(If required): H1 customer may engage subcontractor during lifting, subject to approval of respective plant authority, and maintaining all other prevailing norms of WBPDCL on the this issue. In that case, the H1 party will must apply to the Controlling Officer / respective plant authority mentioning name of the Sub-contractor to be engaged, after getting the sales order / lifting order/ DO from the plant authority.

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15) Items shall remain, in every aspect, at the risk of buyer / purchaser(H1 customer) from the time of acceptance of his offer. The corporation (seller) will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Lots will be put up for sale, subject to change by nature's wear and tear. No complaint regarding the quality of description of the material sold will be entertained once the bid has been accepted.

16)No picking, choosing, sorting, welding, cutting or breaking of goods or materials sold will be permitted unless otherwise specified in the description of item. If any foreign materials are found to be mixed in the lot, other than the items included in the auction catalogue/ tender document / sale order, the corporation (seller) reserves the right to remove them at the time of delivery / lifting. All documents for releasing materials will be made out in the name of the buyer only.

17)The material will be delivered only to the successful bidder or his authorised representative against the presentation of the buyer's identity proof. If the buyer desires to authorise a representative or an agent to accept delivery, the buyer shall produce a suitable Power of Attorney or authorisation letter for each lots separately, duly attested, by a Notary Public authorising his representative or agent to lift the material from the corporation's (seller's) site.

18)The corporation (seller) shall not be, in any way, made responsible by the buyer for failure for delivery of the material due to causes beyond his control such as strike, lockout, cessation of work by labourers, act of God or other causes / contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically be extended proportionately.

19)**At the time of delivery of scrap material to the purchaser, the weighment(if required, as here both the materials will be sold individually as number basis)**has to be done in the presence of corporation's (seller's) representative, so nominated by the corporation (seller). Both the representative of buyer and seller will sign a joint statement indicating the type of scrap material, name of party to whom scrap material is delivered and quantity as per weighment slip.

20)The empty and loaded trucks (if required, as here the materials will be sold as NUMBER basis) should be weighed and particulars of the 'Outbound Delivery'/gate pass be recorded. The 'Outbound Delivery' should be countersigned by the official of the O&M Store department.

21) The loading of the sold material should be done under the supervision of the officials of the O&M Store department and in presence of officials of security department. However, in addition to the above officials, presence of official (s) of Environment department is also necessary during loading of hazardous waste.

N.B. For the instant case, the entire materials (sl-1,2) will be sold as number basis. So, there is no question of actual weight measurement.

22)H1 customer (s)will must follow the all types of safety rules & norms of the respective plant including standard precautionary measures for COVID-19 (as per directives related to health guide lines of the Government) during lifting of the materials to be sold. If required, they may consult with the safety department of the respective plant. WBPDCL will not take any responsibility against any injury or any other unwanted incidents on the workers engaged by H1 customer during lifting. H1 customer will must follow the general norms as advised by the HR & A department of the respective plant during lifting.

CONCLUSION OF DELIVERY

The corporation's (seller's) responsibility ends after the consignment has been loaded and handed over to the representative of the purchaser. The corporation (seller) will be no party to any dispute that may arise after the loading has been completed.

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Annexure -1

LETTER OF INTEREST

To
WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

THROUGH: M/s mjunction services Ltd

Dear Sir,

(1) We _____ are interested in participating in the Online Forward Auction notified vide your notice under reference no._____ dated _____.

(2) We are hereby submitting EMD of Rs._____ (Rupees _____ only) vide RTGS/NEFT. No._____ dated _____ drawn on _____ (Bank) in favour of " _____ " payable at _____ for participating in the above mentioned Online Forward Auction.

(3) We agree to abide by all the instructions contained in the above indicated Online Forward Auction notice, your terms and conditions of sales and General Rules and Regulation Governing conduct of online Auction on the Service provider's platform/ website.

(4) I/We understand that my/our bid in an e-selling event would be construed as my/our acceptance to the "WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED" terms and Conditions of the sale, General Rules & Regulations governing the conduct of Online Auctions on the Service Provider Platform, Auction Notice. I/We understand that if our bid is accepted by the service provider, and approved by WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED, I/We are obliged to complete the transaction and abide by all Terms & Conditions mentioned in this auction document.

(5) I/We agree that I/we have been provided training by service provider in order to participate in Online Forward Auctions. I/We agree to update ourselves regarding any changes made to the catalogue from the website of the Service Provider/WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED and bid accordingly.

(6) I/We request service provider to allot User-id and password to me/us and activate the same to participate in the above mentioned online forward auction.

(7) I/We agree that I/we shall change the password on receipt by me/us and keep it confidential. I/We agree that Service Provider shall not be held responsible in any way for any losses that may be suffered by me /us as a result of disclosure of the password to any other person by me.

(8) I/We understand that my/our inability to participate in an e-selling event due to disruption of my /our internet services, or due to bandwidth problems with my/our local internet service providers are beyond the control of the Service Provider.

(9) In the event of any failure on our part to comply with all or any of the Terms & conditions regarding the online forward auction, I/We irrevocably agree for the forfeiture of our security deposit and earnest money deposit.

(10)I/We also agree that WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED is not bound to accept the highest or any bid or to assign any reason for such non-acceptance.

(11) WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED shall not be responsible for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever, including, without limitation, lost profits or losses or for any damages arising out of or in connection with any malfunctions, delays, loss of profit or interruption of service arising out their supply of material to us.

(12) I/We are providing the following details to you:-a)

Name & Address of the firm:

b) Name of the Contact Person on our behalf

c) Our contact Telephone Nos

d) Our contact FAX No

e) Our contact e-mail Particulars

f) Bank name

g) Branch name

h) Branch address

i) Branch telephone no

j) Account type

k) Account no.

l) Lot nos. for which SD is submitted:

m) Other documents required by WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED. If any

Yours faithfully

Signature of Authorized Person

(Name of the person signing)

Date: For M/S

Place:

(With Company's Seal)

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Pictures

Lot- 01 &02 :- (03 BEML Make Bull Dozers)



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Please note that all the photographs used 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.