

METAL JUNCTION

ONLINE FORWARD AUCTION SALE "COASTAL GUJARAT POWER LIMITED" (A TATA POWER COMPANY)

VJ/COASTAL GUJARAT POWER LTD/AUGUST/21-22/FA-02

Auction Date & Time : 05.08.2021 @ 3:00 pm

Inspection Date : 28/07/2021 TO 04/08/2021 (On working days and inspection should be done with strictly prior appointment with the location representatives of COASTAL GUJARAT POWER LTD)

EMD Submission last Date : 04.08.2021 by 5:00 pm

Contact Person (mjunction) :

SI No	FSD	Base location	Indicative Territory	Contact Details	Email Id
1	Vinod Yadav	Mumbai	Maharashtra, Goa, Rajasthan	9920516150	Yadav.Vinod@mjunction.in
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6	Soumen Chakraborty	Kolkata	West Bengal, Bihar, all North-east states	7605090372	Chakraborty.soumen@mjunction.in
7	Anup Gunashekar	Chennai	Tamil Nadu, Kerala, Karnataka, Andhra Pradesh, Telangana	7605080992	Gunashekar.Anup@mjunction.in

SD Team – mjunction – Mr. Kiranjit Chakraborty – 8584008243 – Kiranjit.chakraborty@mjunction.in

CRM – mjunction – Mr. Suresh N Maheshwaram – 7738702514 – suresh.maheshwaram@mjunction.in

Note 1: Please note that the description mentioned by the client is notional and the customers have to visit the site for material inspection and evaluation. Bids have to be placed as per the physical inspection (including metal content test if required) and not on the photographs or description. If the customers bid on the basis of description and if there is any variation in physical material client will not be responsible and the customer has to lift the material. No claim shall be entertained by CGPL once buyer has participated in auction with regards to quality, specification, quantum, etc.

Note 2: For any query regarding **GST** has to be sorted out before the auction. After that no query will be entertained.

Note 3: For MOEF lots interested Participant need to submit all related MOEF certificate on or before 5pm Dt: 04.08.2021. COASTAL GUJARAT POWER LTD approve the eligible customer & only those approved customers will be allowed to participate. **Client will check documents at the time of loading and allow to lift if documents are valid as per GPCB norms..**

Note 4: Statutory Compliance - Group ESIC coverage for the workmen of Scrap Vendors, who come to take delivery of Scrap Lots; is now mandatory as statutory compliance, Without Group ESIC coverage, Scrap Vendors team shall not be permitted to enter any Tata Power & subsidiaries premises for taking delivery.

Earnest Money Deposit (EMD):

Customers willing to participate should submit **EMD as mentioned alongside the material list**

Customer willing to participate in individual lot may also submit lot wise EMD mentioned alongside material list. Payment of EMD by Cash, Cheque, or CDR shall not be accepted.

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.**

Documentation Required: -

The following documents need to be submitted by the bidder interested in participating in the E-auction to Mjunction Services Limited prior to the date of the E-auction.

- Letter of Interest duly signed & stamped by the bidder on the company's letter head.
- Each page of the Terms & Conditions to be signed and stamped by the bidder and to be submitted to Mjunction Services Limited.
- Interested bidders are requested to submit MOEF (GPCB) certificate for all MOEF lots (if any).

SPECIAL NOTE:-

Successful Scrap Vendor shall contact the following officers for

- Sale Order – Ashish Desai 9099006534
- Delivery of Materials – Mr. Rakesh Bhut 9227171480, Mr Alpeshsinh Rajput 9227295118

- Refund of EMD – Mr. Ashish Desai
 - EMD Refund – Successful Scrap Vendor shall initiate “Request for EMD Refund” against the particular

www.metaljunction.in

Metaljunction a business unit of mjunction services limited is pleased to be selected by M/s Coastal Gujarat Power 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 website www.metaljunction.in or get in touch with our representatives mentioned above.

General Terms and Conditions of Auction: -

Terms & Conditions -

1. Lifting Location - Item shall be lifted from the following locations. For Lifting materials from various locations of Transmission & Distribution, kindly contact the order manager given below.

- Mundra Coastal Gujarat Power Limited (A Tata Power Company)
Tunda - Vandh Road, Village: Tunda, Mundra, Kutch-370435
Contact - Mr. Alpeshsinh Rajput 9227295118, Mr. Rakesh Bhut 9227171480

2. Items will be cleared by the Purchaser on “As is where basis”. Any and all expenses related to activities for taking the material out from the designated place including but not limited to activities such as dismantling, handling, loading, cranes / loading equipment, transport and other facilities shall have to be arranged by the Purchaser at his own costs and risks. Work Permit on daily basis shall be obtained before commencement of work. Ensure "Hot Work Permit" and necessary Fire Fighting equipment's are made available at the site, before commencing of work involving gas cutting, if allowed by CGPL. Dismantling structures and systems shall be in discussion with the Order Manager & Safety Officer on day to day basis. You shall deploy crane of suitable capacity (as per safety requirement).

3. **Quantity** - The quantity mentioned is only indicative and approximate. Actual quantity as per the declared lot (even if the quantity is less or more than the contracted quantity) shall be fully cleared as demanded by <COASTAL GUJARAT POWER LTD>. In case, the quantity is more than the declared quantity, <COASTAL GUJARAT POWER LTD>, however, reserves the right to limit the disposal to the contracted quantity. Purchaser is required to lift the material from one end, in a sequence till the contracted quantity is lifted. No selective picking / sorting / grading of any kind will be permitted under any circumstances.

4. **Security Deposit** - Earnest Money Deposit shall vary depending on the lot expected revenue earnings. Earnest Money deposited by the H1 Bidder as part of e-auction stands converted into Security Deposit for this

contract and shall be retained till such time the sale order amount is completely paid and on 100% completion of lifting the materials.

5. **Payment –**

(1) For Sale order value up to Rs. 50 Lacs :- You are advised for deposit 100 % payment within 12 days from date of sale order sent through email from Coastal Gujarat Power Ltd (2) For Sale order value more than 50 lacs : You are advised for deposit Rs. 50 lacs within 12 days and start scrap material lifting up-to Rs. 40 lacs. Balance amount should be deposit within 20 days from date of sale order sent through email from Coastal Gujarat Power Ltd for payment, by way of Demand Draft / NEFT / RTGS (on line payment should be transfer from the same name of firm on sale order placed. Extension to the due dates for payment, will not be entertained. We reserve the right to cancel this Sale Order and forfeit the Earnest Money Deposit/SD in case Purchaser fails to comply to the above payment due dates. (days will be calculated including holidays). Purchaser must lift full quantity within free lifting period as per mentioned below against respective lot.

NEFT / RTGS Details -

In case of RTGS / NEFT / IFSC - Vendor has to confirm payment detail on vendor's letter head with authorized signature as mentioned below:-

- Deposit amount
- Bank name from amount transferred
- RTGS transaction no.
- Sale order no. against payment deposited

STATE BANK OF INDIA, Branch Tunda. RTGS/NEFT/IFSC: **SBIN0013367**, Account No. **32057016723** or Demand Draft drawn in favor of Coastal Gujarat Power Limited, Tunda. Bank charges shall be to your account.

6. **Taxes, Levies & Duties** - GST: Extra at actual (Present Rate @18/5%) & TCS@1%, GST related issue PI contact Mr. Nishith Shah (Mail ID nishithshah@tatapower.com)

7. **Delivery -**

7.1 Delivery/lifting shall be allowed only on receipt of payment as stipulated above and you must affect complete removal of materials within the free lifting period specified below against the respective lots. The quantity ordered is approximate. In case the quantity on actual weighment is found to be less than the quantity shown above, Coastal Gujarat Power Ltd. will not be bound to make good the shortages, but the purchaser will be refunded the cost of quantity delivered short and no interest will be allowed on the cost of the short-delivered quantity. In case the quantity on actual weighment found excess than the quantity shown above, Coastal Gujarat Power Ltd. can sale at its sole discretion lot(s) to the extent of 20% on advance payment of the cost at their accepted offers.

7.2 The bidder will make his own arrangement for loading and transportation of material from the seller's premises. However, the seller will guide in loading and weighing (if on weight basis) of material. The bidder will not be entitled to claim any further facility or assistance in this regard. The material sold on weight basis will be weighed on sellers or authorized weighbridge in the presence of seller's representative. The weights recorded on the weighbridge will be final and binding on both parties. No complaints as regards the shortage in the weight will be entertained later.

- 7.3** The bidder is not entitled to choose or pick any particular material from the lot. He must lift the entire material as available in the lot and as per the directions of the seller's representative.
- 7.4** The bidder is not allowed to lift any material other than the material described in the Lot even if such material is found in the scrap yard at the time of taking delivery. The material other than described in the lot but found at the site belongs to the seller and should not be lifted. In case, any successful bidder is found collecting material belonging to the seller willfully, severe action may be instituted against such bidders by the seller. This may include even lodging of Police Complaint.
- 7.5** Re-sale will not be recognized, and Delivery Order will be made out in the name of actual Successful Bidders only. Customer must produce sale order copy, sale order acceptance copy, ID card & Payment copy, authority letter from the original bidder.
- 7.6** Gas cutting / cutting of the material will not be allowed. Bidder's to make their own arrangement, if permitted.
The material delivery will be affected during working hours only between 9.00 to 12.00 Hrs. & 14.00 to 16.00 Hrs. except Sunday & Public Holidays.

Cutting permission may be given for the purpose of scrap material volume adjustment in vehicle as per COASTAL GUJARAT POWER LTD safety rules. No claim shall be entertained with regarding debris, soil, rust, etc. generated / collected from scrap material during cutting. Buyer has to lift debris, rust as per item rate finalized as per auction result only, even if any debris, soil, rust etc generated / collected from scrap material during cutting. Overall right shall remain with CGPL for cutting decision.

8. Adherence to Delivery Schedule - Purchaser shall fix prior schedule with our Stores for taking delivery of material. In case, any pre-determined delivery schedule is not adhered to and cancelled by the Purchaser without sufficient notice, Purchaser will be liable to pay INR 5000 (Rupees Five thousand only) per such incidence as penalty charges

9. Penalty Clause -

9a. Late Payment on Award of LOT SALE -

- Purchaser shall ensure payment as per clause No. 5.
- In case of late payment, a late payment fee shall be levied at 0.25% of the balance Sale Order Value for each day of delay subject to a cap of 5% (20 days). If the purchaser fails to deposit the payment within the maximum allowable time of 20 days, the sale order will stand closed and EMD amount will be forfeited.
- Non-Payment shall be construed, as purchaser is not interested in lifting the lot and same shall be put to Re-Auction.

9b. Late Lifting of Materials -

- On receipt of Delivery Order, Purchaser shall complete the material lifting within the stipulated time frame as mentioned alongside the material list. However, depending upon the lot quantum, seller may at their discretion allow additional days. In the event of failure to clear the above Lot/s within the stipulated time, administrative & associated charges @ 0.25 % of the balance Sale Order Value for each day delay subject to a maximum of 5% (20 days) of the Total Sale Order Value. The penalty amount shall be adjusted from the EMD/balance amount.

- In case the lot/s are not removed even after lapse of 20 days beyond the stipulated time, COASTAL GUJARAT POWER LTD reserves the right to dispose-off the lot/s or balance of the lot/s to a third party and forfeit the balance amount including EMD.

10. **Bid Validity** - To ensure quick material disposal in lines with the market trend, resulting in reduction of lead time; Tata Power has reduced the BID VALIDITY as per the following category of disposal

- SCRAP MATERIALS 30 Days

11. **Force Majeure Clause** -

11.1 Seller shall not be liable for non-performance of any contract either wholly or in part nor for any delay in performance resulting due to cases beyond seller's control including fire, strikes, lock-out, closure, dispute with workmen, uncertain and unstable labor situation, war, riots, civil commotion, pestilence, epidemic, floods, accidents, damage or requirements of Government force or any circumstances. Should the seller so determine shall be entitled at any time without notice to the buyer to cancel any contract the performance of which is likely to be delayed by any of the cause aforesaid and in such cases, the buyer shall have no claim upon the seller of any kind. The provision of this paragraph shall not be limited or abrogated by any other terms of the contract whether printed or written nor will be provision of this clause abrogate or limit the effect of any other clause mentioned in these terms and conditions.

11.2 In case any bidder purchases a lot and after making full or part payment removes part of the Lot and fails to remove the balance lot then, after the stipulated time is over (including the extension granted if any), the lot will be treated as abandoned and whatsoever money is paid for the lot will be forfeited along with the Down Payment etc. and the balance lot will be disposed off by company as it deems fit.

12. **Sale Order Manager** - The Sale Order will be managed by the Stores Manager of the respective division. All future enquiries related to this Sale Order shall be addressed to him. (Contact details of Order Manager is mentioned in Point 1).

13. **Termination of Contract** - <COASTAL GUJARAT POWER LTD> reserve the right to terminate the contract in case of failure on part of the purchaser to complete the transaction as per the terms and conditions of this contract. Any loss to <COASTAL GUJARAT POWER LTD> that may be occasioned by such eventuality will be recovered from the purchaser / proceeds of the sale order.

14. **Statutory Compliance / Safety** - The purchaser and all its personnel shall strictly comply with the safety standards and requirements of <COASTAL GUJARAT POWER LTD> as detailed in Contractor Safety Manual (CSM) (copy available on demand). By accepting this order, it is expressly understood that you have read, understood and accepted all our requirements and procedures as detailed in the safety handbook and purchaser shall ensure that all its personnel deputed at our site for the execution of this sale order shall abide by the same. In case of any deviations observed by any of our representatives, <COASTAL GUJARAT POWER LTD>, shall have the right to stop the work without notice and shall also have the right to summarily terminate the Sale Order without any notice or further warning.

15. Materials will be handled by the purchaser, its representatives /agents at their own cost & risks and any loss/damage, whatsoever to any individual or property in such handling or as a consequence thereof, shall be the sole responsibility of the purchaser. The purchaser shall abide by all statutory requirements and shall indemnify

<COASTAL GUJARAT POWER LTD> of any claims, losses or damages whatsoever including claims by third party arising out of its activities for the completion of this Sale Order.

16. Tata Code of Conduct - <COASTAL GUJARAT POWER LTD>, abides by the Tata Code of Conduct in all its dealing with stake holders and the same shall be binding on the Purchaser and the Contractor and their representatives for all the dealings under this contract. A copy of the Tata Code of Conduct is available at our website: <https://www.tatapower.com/aboutus/code-of-conduct.aspx>.

The Contractor is requested to bring any concerns regarding this to the notice of our Chief Ethics Officer on the e-mail ID: cecounselor@tatapower.com

17. Dispute Resolution and Governing law - Any dispute arising out of this transaction shall be resolved by litigation or binding arbitration ("Dispute Resolution") at Seller's sole option. Such Dispute Resolution shall be conducted at a location selected by Seller and in the event of binding arbitration, by an arbitration service selected by Seller. The Contract shall be interpreted in accordance with the prevailing laws of Republic of India.

18. General

- Successful execution of the contract will mean clearance of the lot sold from specified location and payment of complete transaction money inclusive of duties, levies and taxes within specified time frame.
- Bidders are warned that any attempt to misuse Gate Pass, Challan authorizing delivery, the decision of the seller regarding satisfactory performance or otherwise will be final and binding on the buyers and such lots in question shall be resold by the seller without any further reference to the buyers.
- Power shall be supplied by seller at one point for each Lot on chargeable basis
- No individual representing any company other than that of the bidder shall be allowed inside seller's premises
- For dismantling activities within the Seller's premises, no services or facilities shall be provided by the Seller and no expenditures shall be incurred by the Seller unless mentioned elsewhere. However, all access within the premises to undertake the job shall be provided by the company.
- After transportation of materials out of the Seller's premises, complete cleaning of the premises will be buyer's sole responsibility
- The Bidder, their representatives shall be required to abide by all specific, general regulations of safety and discipline within the company premises. The material will be handled by the bidder, their representatives at their own risk and any loss/damage whatsoever to any individual or property in such handling or as consequence thereof shall be the sole responsibility of the bidder
- The Bidder shall dismantle, handle and transport the material with safety precautions within and outside seller's premises. All the material will have to be dismantled and cleared within the stipulated time safely as stated in order. The Bidder, their servants and agents should wear required safety gears such as shoes, helmets, hand gloves etc.

19. Order Acceptance - Please acknowledge receipt of this Sale Order by returning the duplicate copy of the order duly signed and stamped by your authorized signatory as a token of acceptance within 48 hours from the date of receipt of this order. Unless otherwise communicated in writing within 48 hours of receipt of the order, this order shall be deemed to have been accepted by you in its entirety.

20. 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 COASTAL GUJARAT POWER LTD, for issues pertaining to COASTAL GUJARAT POWER LTD. The award of the Arbitrator shall be final, binding and conclusive on the **parties hereto**. The venue for arbitration shall be Delhi. 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 Kolkata shall have exclusive jurisdiction **on any of the terms touching upon any subject matter of this agreement**.

GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE

AUCTIONS ON THE “SERVICE PROVIDER” PLATFORM

INTRODUCTION:

This Online Forward Auction is being conducted for

COASTAL GUJARAT POWER LIMITED, a company **existing within the meaning of Companies Act, 1956** having its registered office at Bombay House, 24 Homi Modi Street, Mumbai - 400001 (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 1ST FLOOR, 43 J L Nehru Road, Kolkata 700 071 India (hereinafter referred as “**Service Provider**”).

The General Rules and Regulations provided herein govern the conduct of online forward Auctions arranged by “**Service Provider**” on its Auction Platform. These rules cover the **roles and responsibilities** of the Parties in the online Forward Auctions on the Auction Platform. The **acceptance, in-toto, to these General Rules and Regulations governing conduct of Online Auctions, and Terms and Conditions for sale of Materials belonging to COASTAL GUJARAT POWER 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 and forwarding the same to the Client.

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

BIDDING RULES

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

- Definition of the unit bidding.
- Start Time and duration of the auction.
- Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration.
- Start Bid Price.
- Specified Unit for Bidding.

- Price Increments and any reduction in the price increment in the auction in the event of inactivity.
- Other attributes (informational/non-negotiable in nature).

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

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. TATA POWER COMPANY LIMITED, Mumbai 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. _____

DEFINITION OF KEY TERMS

Auction

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

Online Auctions

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

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

Award at the Auction

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

Client

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

Customer

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

Auction Engine

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

Timings of the Online Bid

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

Preview Time

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

Start Time

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

Duration of the Auction

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

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

Auto Extension of the Auction Timings

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

End of the Auction

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

Auction Report

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

TO BE SUBMITTED IN LETTER HEAD

I/We have read and understood the conditions of the tender as detailed out above and as a token of my / our acceptance of the same without any alterations and modifications, we also accept any change /update in auction catalogue prior to auction. I/We affix my/our signatures as follows:

To,
Mjunction Services Limited,
Mumbai.

Dear Sir,

We _____ are interested in participating in the online auction of Coastal Gujarat Power Ltd. auction dated _____.

We are hereby submitting an EMD of Rs. _____.

a) By NEFT / RTGS vide UTR No.: _____ dated _____.

We hereby agree & abide all the terms & conditions. Kindly allow the same in the said auction.

Thanking you.

Authorized Signatory for tendering firm with seal and date

NAME:

PLACE:

DATE:

For registration and submission of documents please contact any of the numbers of M/S Mjunction Services Ltd as given above.

MATERIAL LIST

LOT NO	SAP LOT NO	ITEM DESCRIPTION	UOM	QUANTITY	EMD	Lifting Period from first delivery order (Working Days)	GST and TCS
1	L2001FA0521233	MIX Air Conditioner scrap	LOT	1	5000	15	18% + 1%
2	L2001SC0721295	MIX SS TUBE Scrap	MT	2	15000	15	18% + 1%
3	L2001SC0721296	SS MIX SCRAP	MT	4.5	15000	15	18% + 1%
4	L2001SC0721298	BATTERY(30AH 1.2V-440,170AH-07EA)- GPCB Certi. required	LOT	1	5000	20	18% + 1%
5	L2001SC0721299	MS PIPE SCRAP	MT	16.41	25000	20	18% + 1%
6	L2001SC0721300	APLAB MAKE FUEL DISPENSER scrap	EA	1	3000	15	18% + 1%
7	L2001SC0721301	MIX Rubber Scrap	LOT	1	2000	15	5% + 1%
8	L2001SC0721302	Cartridge filter scrap	LOT	1	3000	15	18% + 1%
9	L2001SC0721304	Mix Turning Scrap with MS drum	LOT	1	1000	15	18% + 1%

PHOTOGRAPHS (Sample) :-

NOTE: Photographs of lots are at best indicative only and do not necessarily reflect the actual condition of lots. All bidders are advised to physically inspect the offered lots before participating in the auctions. Coastal Gujarat Power Ltd or e Auction company shall not be responsible or liable for any error of judgement or bids put by bidders acting on the basis of these photographs

L2001SC0721300



L2001SC0721299



L2001SC0721298



L2001SC0721296



L2001SC0321141



L2001FA0521233



L2001SC0721302



L2001SC0721301



L2001SC0721304

