

**ONLINE FORWARD AUCTION FOR Scrap of GMR POWER AND URBAN INFRA LIMITED**

**GPUIL/22-23/OFA 01: 20.12.2022**

FA Ref No.	GPUIL/22-23/OFA 01
Seller	GMR POWER & URBAN INFRA LIMITED
FA Date	<b>20.12.2022</b>
Auction Bidding Page	<a href="https://www.metaljunction.com">https://www.metaljunction.com</a>
Item Description	SCRAP
Material Specifications	Refer Annexure 1
Quantity Tolerance	Quantity may vary to the extent of (+/-) 10% & AS IS WHERE IS BASIS
Auction Start Time	03:00PM
Bidding Basis	Refer Annexure 1
Bid Validity Period	10 working days from the date of auction
Material Loading	LOADING AND LIFTING IN CUSTOMER SCOPE
Taxes & Duties	GST & Other Charges As Applicable at the time of despatch
Mode Of Delivery	Road
Delivery time	Within 30 days from the date of issuance of Sales Order
Venue of Inspection	Various site of GMR POWER & URBAN INFRA LIMITED (Contact details provided)
Inspection Date & Time	From 07.12.2022 to 19.12.2022 (INSPECTION POST AUCTION IS NOT ALLOWED)
Auction Strategy	ENGLISH NO TIES AUCTION
Contact Persons	MENTIONED IN ANNEXURE 1

<b>GMR POWER AND URBAN INFRA CONTACT PERSON</b>	<b>LOCATION</b>	<b>CONTACT NUMBER</b>
<b>Mr Anil Kumar Chaturvedi</b>	<b>Mugalsarai, Pahara, Bheerpur</b>	<b>9161549273</b>
<b>Mr Deep Chand Pandey</b>	<b>Muratganj, Ekari, Ramaipur – Kanpur, Naini</b>	<b>9971392942</b>

## **Contact Information for mjunction**

Sl No	FSD	Base location	Indicative Territory	Contact Details	Email Id
1	Varun Subba Billava	Mumbai	Maharashtra, Goa, Rajasthan	9757302193	billava.varun@mjunction.in
2	Kamlesh Verma	Mandi Govindgarh	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir	7605090375	verma.kamlesh@mjunction.in
3	Mitesh Giradakar	Bhilai	Chhattisgarh, Madhya Pradesh	7596040406	mitesh.giradkar@mjunction.in
4	Prabhat Singh	Delhi	Delhi, Uttar Pradesh, Uttarkhand	7596059533	prabhat.singh@mjunction.in
5	Satish Kumar	Rourkella	Orissa, Jharkhand	9147074862	satish.kumar1@mjunction.in
6	Akash Chakraborty	Kolkata	West Bengal, Bihar, all North-east states	7605090372	chakraborty.akash1@mjunction.in

**Jyoti Sankar Nayak :- 08336939633,**

[Jyoti.Nayak@mjunction.in](mailto:Jyoti.Nayak@mjunction.in)

**Valuejunction** a business unit of mjunction services limited is pleased to be selected by **GMR POWER & URBAN INFRA LIMITED** for conduct of online auctions for disposal of their Items as per ANNEXURE

1. All these materials given below will be sold on “As is where is basis” and on “No Complaint basis”. All our valued customers are requested to peruse the participation terms, payment terms, lifting terms and other terms and conditions given below before participating. It is assumed that all our customers are aware about the terms and conditions as set out in these presents before placing a bid in the auction. We thank you in advance for your kind cooperation and participation.

**REGISTRATION AND EMD DETAILS:**

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

**EMD Deposit Details are as mentioned below:**

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

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

\*All the customers will have a unique account number. The unique account number is an alpha numeric code consisting of 13 characters. The Customer’s unique “account number” is a combination of the MJ’ SAP code along with the 7 digit bidder SAP ID and can be used as reference for all subsequent transactions. The Customer’s Account Number detail is available in “Profile” after the customer logs into our website using the user id and password.

You may also refer to the Online EMD Management Bidder Manual (audio/visual) available in [www.metaljunction.com](http://www.metaljunction.com)> Click on Login>Auction Login>Required Auction Training> Click Here>Online EMD For any assistance please contact our toll free no: Toll Free No: 180041920001 or write to [enquiry@mjunction.in](mailto:enquiry@mjunction.in)

**Important:** Bidder should send the details of the payment done to mjunction services limited - Kolkata stating the UTR Number, Bank and Branch name, Date, Amount, the payment made for and the lot details want to participate in his company letter head duly signed and stamped to email id: [Jyoti.Nayak@mjunction.in](mailto:Jyoti.Nayak@mjunction.in) (Jyoti Sankar Nayak :- 08336939633)

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

EMD will be refunded to the unsuccessful customers on the basis of online requests from the Customers. Customers are expected to attach themselves for the auction via the Online EMD Management Module.

EMD of H1 Customer shall remain with MJunction till the successful completion of the lifting & post getting lifting confirmation from GMR POWER & URBAN INFRA LIMITED EMD will be released by MJunction to the H1 Bidder.

**PLEASE NOTE THE FOLLOWING POINTS BEFORE SELF ATTACHING WITH AUCTION:**

You can self-attach yourself to auction only when your EMD money is credited to your unique **Virtual account**. So it is suggested to always deposit your EMD money well in advance to avoid unanticipated problems beyond control. Be careful to select the correct Catalogue/Lot/Group during self-attachment. You **cannot detach** yourself once you have attached yourself to a particular auction until that auction is over.

Buyers are allowed to participate in Lotwise and Group Wise EMD basis.

- **If a buyer who participates in an auction Lot Wise, the Lot wise EMD against the respective lots will be blocked.**
- **If a buyer who participates in an auction Group wise, the Group wise EMD will be blocked irrespective of the fact whether a buyer turns H1 under a single Lot or all the lots under the group.**
- **In both the above case, the EMD of the buyer will be refunded only after the successful lifting of the entire material.**

**Material Details**

Location Code	Location	Lot	Material Description	UOM	QTY	LOT WISE EMD	Group EMD	GST & TCS	Remarks
201A	Mugalsarai	1	TMT Size - 8- 32 mm	MT	34.122	85,000	7,50,000	As Applicable	
201B	Pahara	2	TMT Size - 8- 32 mm	MT	5	12000		As Applicable	
201C	Bheerpur	3	TMT Size - 8- 32 mm	MT	140	3,50,000		As Applicable	
202A	Muratganj	4	TMT Size - 8- 32 mm	MT	50	1,25,000		As Applicable	
202	Ekari	5	TMT Size - 8- 32 mm	MT	3	8,000		As Applicable	
202D	Ramaipur - Kanpur	6	TMT Size - 8- 32 mm	MT	95	2,30,000		As Applicable	
					<b>327.122</b>				
201A	Mugalsarai	7	OLD TYRE	NOS	75	1,500	15,000	As Applicable	
201B	Pahara	8	OLD TYRE	NOS	340	6,800		As Applicable	
201C	Bheerpur	9	OLD TYRE	NOS	121	2,400		As Applicable	
202A	Muratganj	10	OLD TYRE	NOS	120	2,400		As Applicable	
202	Ekari	11	OLD TYRE	NOS	65	1,300		As Applicable	
202D	Ramaipur - Kanpur	12	OLD TYRE	NOS	80	1,600		As Applicable	
202E	Naini	13	OLD TYRE	NOS	26	500		As Applicable	
					<b>827</b>				

201A	Mugalsarai	14	Structural Scrap / Shuttering Old Materials/ Heavy Scrap	MT	11.04	25,000	4,80,000	As Applicable	
201C	Bheerpur	15	Structural Scrap / Shuttering Old Materials/ Heavy Scrap	MT	50	125,000		As Applicable	
202A	Muratganj	16	Structural Scrap / Shuttering Old Materials/ Heavy Scrap	MT	80	200,000		As Applicable	
202D	Ramaipur - Kanpur	17	Structural Scrap / Shuttering Old Materials/ Heavy Scrap	MT	30	75,000		As Applicable	
202E	Naini	18	Structural Scrap / Shuttering Old Materials/ Heavy Scrap	MT	40	100,000		As Applicable	
					<b>211.04</b>				
201A	Mugalsarai	19	Battery	NOS	19	300	2,000	As Applicable	<b>PLS NOTE BIDDERS HAVING Uttar Pradesh PCB License only can participate.</b>
201B	Pahara	20	Battery	NOS	10	150		As Applicable	
201C	Bheerpur	21	Battery	NOS	25	400		As Applicable	
202A	Muratganj	22	Battery	NOS	44	700		As Applicable	
202	Ekari	23	Battery	NOS	15	250		As Applicable	
202D	Ramaipur - Kanpur	24	Battery	NOS	15	250		As Applicable	
202E	Naini	25	Battery	NOS	27	400		As Applicable	
					<b>155</b>				
201A	Mugalsarai	26	Empty Cement Bags	NOS	147219	7,000	10,000	As Applicable	
201C	Bheerpur	27	Empty Cement Bags	NOS	42000	2,000		As Applicable	
202A	Muratganj	28	Empty Cement Bags	NOS	20000	1,000		As Applicable	
202	Ekari	29	Empty Cement Bags	NOS	25000	1,200		As Applicable	
202D	Ramaipur - Kanpur	30	Empty Cement Bags	NOS	25000	1,200		As Applicable	
					<b>259219</b>				
201A	Mugalsarai	31	Used Oil	LTR	100	150	6,000	As Applicable	<b>PLS NOTE BIDDERS HAVING Uttar Pradesh</b>
201B	Pahara	32	Used Oil	LTR	650	975		As Applicable	
201C	Bheerpur	33	Used Oil	LTR	1800	2,700		As Applicable	

202A	Muratganj	34	Used Oil	LTR	600	900	As Applicable	<b>PCB License only can participate.</b>
202	Ekari	35	Used Oil	LTR	150	225	As Applicable	
202D	Ramaipur - Kanpur	36	Used Oil	LTR	600	900	As Applicable	
202E	Naini	37	Used Oil	LTR	500	750	As Applicable	
					<b>4400</b>			

**Kindly Note: For Lot 19 to 25 and Lot 31 to 37 buyers are requested to provide mjunction Uttar Pradesh PCB licence before the start of the auction. Only such buyers will be allowed to participate in the auction.**

## **NOTES**

**The buyers who have defaulted in completing the lifting within the lifting period can be debarred by the client for a minimum period of 60 days which can be further extended without any notice**

### **TERMS & CONDITIONS:-**

All interested bidders are requested to inspect the items before the auction. It will be assumed that customers participating in the auction have inspected the materials prior to the auction. All photographs given are indicative and the bidders are strictly advised not to go for bidding without inspection.

#### **1. Penalty :**

1. In case Bidder fails to lift the scrap/Secondary material within the scheduled time, seller may at its discretion extend the period for such non-lifted item/s by levying ground rent @ 1% per day of the total Sale value (excluding positive tolerance on quantity) with GST of such non-lifted item or part thereof for such delayed period, subject to maximum extension of one week.
2. In case of extension of time, Bidders shall submit request to seller minimum 4 days before completion of lifting period. No more extension will be given beyond one week.
3. No further extension will be given under any circumstances other than mentioned in lifting period and on expiry of the extended period as mentioned in point no. i above, EMD shall stand forfeited without any further notice or any communication.
4. If the successful bidder/purchaser who is awarded contract fails to make the full payment or fails to lift the complete materials within the stipulated period, then GMR POWER & URBAN INFRA LIMITED / mjunction services limited reserves the right to foreclose/cancel the contract, and in such an event, EMD deposit for the not lifted quantity will be levied as penalty and equivalent amount available with mjunction services limited/ GMR POWER & URBAN INFRA LIMITED, under any account head, shall be forfeited & the bidder will be liable to be debarred from the participation in all GMR POWER & URBAN INFRA LIMITED auctions for a period of 1 (One) months. However after one months, It will be at the sole discretion of GMR POWER & URBAN INFRA LIMITED to allow the bidder in GPUIL auctions without assigning any reason."

#### **2. EMD forfeiture**

1. The entire Pre Bid EMD amount will be forfeited if the H1 Buyer fails to deposit the security amount within the stipulated time.
2. The entire Pre Bid EMD & security Amount will be forfeited if the H1 buyer fails to deposit the instalment/Full payment amount within the stipulated time.
3. **In case of non-lifting of full quantity, after making full payment, 50% of the pre bid EMD deposit is liable for forfeiture. In this case, pre bid EMD amount will be refunded after deducting the penalty amount.**

#### **3. EMD Refund**

EMD of H1 Customer shall remain with MJunction till the successful completion of the lifting & post getting lifting confirmation from GMR POWER & URBAN INFRA LIMITED EMD will be released by MJunction to the H1 Bidder.

#### **4. Lifting Period: -**

**Material to be lifted within 30 days from the issuance of sales order.**

**GENERAL TERMS & CONDTIONS :**

1. Visit Confirmation: Customer need to provide the attached declaration (Annexure -2) for Visit & Inspection of available material at site before participation in forward e-auction.

2. **Quantity Tolerance: Applicable for @ ±10%**

**5. Payment & Lifting Terms:**

1. H1 bidder to pay 20% of the material value as Security Deposit (SD Amount) which is caution money within 3 days of issuance of Sale Order. This amount is adjusted in the last instalment of payment. Balance payment within 07 days of issuance of Sale Order, unless otherwise agreed by GPUIL as per the Auction. 100 % payment within 7 (Seven) days.
2. **Dismantling & Lifting:** The dismantling & lifting of material is to be made by Successful Bidder at its own cost and expense as per the schedule and lifting sequence indicated in Table 5.
3. **Site clearance:** The material sold in Auction will have to be removed on as is where is, no complaint basis and handover of the Site to GUIL by the Successful Bidder at its own cost & expenses at the end of Time Limit or as extended as per provisions of this Catalogue. The Successful Bidder shall arrange for all the equipment and manpower as may be needed for dismantling, subsequent material handling, lifting and transportation all at its own cost and expenses. All the safety norms of the Site will have to be strictly followed and complied with while the dismantling & lifting activity is underway and any cost to be incurred for adherence of safety norms will be borne by the Successful Bidder.

H1 bidder will have to make the payment of 100% material value including applicable taxes within the timelines shared in the table below:-

**Table – 5:**

<b>Installments (Material value with taxes &amp; duties)</b>	<b>Time Line For Payment (from receipt of Sale Order)</b>	<b>ACTION REQUIRED TO BE TAKEN</b>
Security Deposit (20% payment) – Amount to be adjusted at the last	Within 3 working Days from date of issue of Sale Order	100% Lifting of the materials to be completed within 30 days from date of issue of Sale Order
1st Installment (80% payment)	Within 7 working Days from date of issue of Sale Order	

**Penalties:** Earnest Money Deposit (EMD) is forfeited and buyer is debarred permanently from all auctions for the following reasons:

- In the event of non-submission of SD amount within 3 days (Three) and balance payment within 7 (Seven) days.
- Backing out due to market conditions post payments and lifting commencement.
- Unable to lift the lot within time period as mentioned in auction catalogue.
- Delaying complete lifting beyond 30 days for no default of GPUIL.

Other default: Incidences of pilferage, any kinds of manipulations, Malpractices etc.

**TOTAL PAYMENT WITHIN 7 (SEVEN) DAYS FROM THE DATE OF SALE ORDER**

All taxes & duties like custom duties, clearance,IGST are in Purchaser’s account. Tax collection at source (TCS) shall be collected extra as per applicable law.

7. **Bid Validity: Ten (10) working days** from the date of Forward e-auction.

### **Force Majeure:-**

Client/mjunction shall not be liable for non-performance of any contract either wholly or in part nor for any delay in performance resulting from or due to any cause beyond the control of Client' or mjunction including fires, strikes, go-slow, lockout, closure, dispute with workmen, uncertain and unstable labor situation, power shortage, war, riots, civil commotion, pestilence, epidemics, floods, accidents, damages or accidents to machinery, shortage of wagons, shortage of fuel, shortage of any raw materials, shortage of labor, governments or railway restrictions, acts, demands or requirements of government, force majeure or any circumstances beyond the control of Client/ mjunction whether directly due to or in consequence of the aforesaid causes or not and the existence of such causes of consequences shall operate to extend the time of the performance on the part of Client/mjunction by such period as may be necessary to enable Client, shall have no claim upon Client/mjunction 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 the provisions of this clause abrogate or limit the effect of any other clause mentioned in this catalogue.

This Online Forward Auction is being conducted for GMR POWER & URBAN INFRA LIMITED existing within the meaning of Companies Act, 1956 (Hereinafter referred to as the “Client”) on the Auction Platform of MJUNCTION SERVICES LTD, a company incorporated and registered in India and having its registered office at TATA CENTRE 1<sup>ST</sup> FLOOR, 43 J L Nehru Road, Kolkata 700 071 India (hereinafter referred as “**Service Provider**”).

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

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

**ROLE OF “SERVICE- PROVIDER”:**

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

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

## **ROLE OF CUSTOMER:**

The role of the Customer is outlined below:

- The Customer would participate in the auction with the aim of bidding to secure the auctioned item in the Online Auction.
- The Customer would be provided access to the Online Auction through a “User ID” protected by a “Password”. The Customer needs to ensure that the “User ID” and “Password” is not revealed to unauthorized persons. Customers are also requested to change the Password allocated to them by the “Service Provider” to keep their confidentiality. However it would be Customer’s sole responsibility to ensure the security and privacy of the same and he/they would not hold the “Client” / “Service Provider” responsible in any manner whatsoever for any misuse of these user IDs and/or Password. The access to the auction mechanism shall be provided to all the approved Customers subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. The payment of Pre Bid Deposit as decided by the Service Provider before the start of the Online Auction will be one of the necessary conditions for participating in the auction.
- Customers hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine AND at the terms and conditions specified herein by the Client. All prices entered shall be legally binding on the Customers. Customers are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during online bidding shall render the Customers liable for penal action as deemed fit by “Client” / “Service Provider”.
- In the event of winning an allotment in the auction mechanism, the Customer shall commit to fulfill outlined obligations under the contract between Winning Customer and Client.

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

## **BIDDING RULES:**

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

- Definition of the unit bidding.
- Start Time and duration of the auction.
- Any extension of the duration of the auction in the event of bids being received towards the end of the 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. “Client” will have the sole discretion to approve the Customers who have submitted bids and no requests will be entertained in this regard by Service Provider from the Customers.

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

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

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

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

OR

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

OR

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

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

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

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

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

**LIABILITY OF “SERVICE PROVIDER”:**

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

- Any breach of contract between winning Customer and Client.
- Any delays in initiating the online auction or postponement / cancellation of the online a 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 at any point of time 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 utilization of the same.

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

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

### **Preview Time**

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate

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

### **Start Time**

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

### **Duration of the Auction**

It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing customers. The duration of the auction would normally be for a pre-specified period. However, the bidding rules may state the conditions when the pre-specified duration may be curtailed/extended. The conditions include: Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time) Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other customers to view and react to the bid.

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

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

### **Important Notes:-**

1. Lifting of the above material will be on 'As Is Where Is', 'Whatever There Is' and 'No Complaint' basis. All charges incidental to loading and lifting of material such as cutting (if required), loading, lifting, transportation etc. will be borne by the buyer.
2. You will not be allowed to pick or choose or segregate any particular item out of the lot sold by us at the time of delivery of the lot. You will be bound to clear the entire lot as directed by us on a clean sweep basis.
3. GST to be paid during filing of Bill of Entry by Buyer. In case of any double levy applicability at later date, same shall have to be paid by Buyer along with Interest.
4. Custom duty mentioned above is based on approximate calculation. Final assessment will be done by custom-SEZ Department for the Quantity, duty & value and same shall be bound by Buyer.

**SPECIAL NOTE: -**

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

**Please Note: -**

- The quantity mentioned is approximate quantity and can vary.
- During the course of execution of Sale order, in case due to negligent act by Buyer's staff /workmen/agent/supervisor/transporter engaged by buyer, and accident occurred resulting in damage /loss to any machinery /equipment/vehicle/any property, living creature of company or any third party, the entire cost of damage/loss shall be to Buyer's account. GPUIL shall not be responsible or liable for any compensation for such damage /loss.
- Cutting, Dismantling and loading is in scope of the buyer.
- Custom duty, Custom clearance, IGST & TCS will be charged extra as applicable.
- All interested bidders are requested to inspect the items before the auction. It will be assumed that customers participating in the auction have inspected the materials prior to the auction. All photographs, if given, are indicatives and the bidders are strictly advised not to go for bidding without inspection.
- No complaints regarding difference in material quality or quantity will be entertained.
- Materials sold would be under "as is where is" basis. Any Picking, sorting, cutting, cleaning or breaking up of scrap/secondary sale materials will not be permitted.
- Loading and weighing of the goods at designated weighing machine have to be executed in the presence of GPUIL authorized representatives. In case of any dispute, re-weighing shall be done on another weighing machine at the sole discretion of GPUIL
- The authorized personnel of the successful bidder visiting the warehouse for lifting the goods should necessarily carry the authorization letter and the proper photo identity.
- GPUIL will arrange to issue Tax invoice for the transaction without which the goods shall not be removed from the ALL warehouse.
- Any details like PAN, Bank A/c etc. and copies of documents require for creation of customer code in ALL system have to be provided by the successful bidder.

**Annexure -2**

**EXPRESSION OF INTEREST FOR INSPECTION**  
**(To be printed on company letter head)**

To  
The Manager  
valuejunction  
mjunction services limited  
Godrej Waterside Building Tower 1  
Sec-V, Salt Lake  
Kolkata - 700091

**Ref.: ONLINE AUCTION OF GMR POWER AND URBAN INFRA DATED XX.XX.2022**

Dear Sir,

We are interested to participate in the upcoming online Auction of **Online Auction of GPUIL dated 20.12.2022** and we would like to visit the site for detailed inspection on \_\_\_\_\_, at our own costs and risks.

We agree to follow all the safety norms inside the Plant during inspection. We are made aware that the inspection by our company at the site is to be completed by us within a maximum of **one** day and by a maximum of **five** people.

It is fully understood and agreed by us that we (including our agents and employees) would be granted permission to visit the site for the purpose of inspection and we shall be fully responsible for any injury (whether fatal or otherwise) to ourselves (including our agents and employees) and for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. We shall be fully liable to indemnify GPUIL against any loss or damage to the property of GPUIL or neighboring property which may be caused due to any act of ours (including our agents and employees)

We are hereby submitting the Company PAN Card copy to mjunction services limited prior to the site visit.

We are providing the details of the personnel who will be visiting the site on behalf of our company and submitting their official photo identity proof.

(A) Name of the Company : \_\_\_\_\_

(B) Address : \_\_\_\_\_

(C) Name of the Proprietor/CEO/MD/Director: \_\_\_\_\_

(D) Contact Telephone No : \_\_\_\_\_

(E) Mobile No. : \_\_\_\_\_

(F) FAX No. : \_\_\_\_\_

(G) E-Mail : \_\_\_\_\_



(H) Company PAN No. : \_\_\_\_\_



I / we confirm that I / we are aware about the terms & conditions for inspection and the items on offer.

The Name & Detail of Persons who will be visiting the site:

- 1.
- 2.
- 3.
- 4.
- 5.

Yours faithfully  
For M/S

-----  
Signature of authorized person  
With company seal

Place:

Date:

**Note:** This document can be scanned & sent to the following email addresses along with the other documents to be submitted.

**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. GMR POWER AND URBAN INFRA LIMITED or mjunction services limited shall not be responsible or liable for any error of judgement or bids put by bidders acting on the basis of these photograph. Also, NO Post Auction inspection will be allowed**





