



**e-AUCTION CATALOGUE  
FOR  
Sale of de-commissioned DG sets-Kutch, Gujrat.**



**CONDUCTED BY  
mjunction services limited**

**Online auction of de-commissioned DG Set {Machineries/Equipment /Scrap including supporting structure, stores, pipe lines, cables, & loose scrap } Kutch, Gujrat on 01-07-2016. Being sold on "AS IS WHERE IS & NO COMPLAINT BASIS"**

**Table - 1**

<b>Mandate Number:</b>															
<b>Seller:</b>	<b>MANAKSIA COATED METALS AND INDUSTRIES LTD</b>														
<b>Online Event website:</b>	<a href="http://www.metaljunction.com">www.metaljunction.com</a>														
<b>Date &amp; Time:</b>	On <b>01-07-2016</b> online forward auction will commence at <b>3 pm</b>														
<b>Inspection Date &amp; Time:</b>	<b>16/06/2016 to 30/06/2016 (on working days)</b> with prior appointment with concerned person from mjunction services limited at least 2 days before date of visit. <b>Inspection timings –</b> <b>9am to 12 pm &amp; 2 pm to 4.30 pm (Monday to Saturday only)</b>														
<b>Location of material:</b>	Survey No. 396, Village Chandrani, Taluka Anjar, Kutch, Gujarat - 370 205, India														
<b>Pre Bid Security:</b>	<p>Non-Interest bearing security deposit of <b>Rs. 10,00,000 (Rupees Ten Lakhs Only)</b> in the form of RTGS to "MJUNCTION SERVICES LIMITED"( <b>No other mode of payment allowed for Pre Bid Security</b> )</p> <table border="1"> <tr> <td>Beneficiary Name:</td><td>Mjunction Services Ltd</td></tr> <tr> <td>Bank Name:</td><td>HDFC Bank</td></tr> <tr> <td>Branch Name:</td><td>Central Plaza</td></tr> <tr> <td>Address:</td><td>2/6 Sarat Bose Road, Kolkata- 700020.</td></tr> <tr> <td>Current Account No:</td><td>00140310003141</td></tr> <tr> <td>IFSC Code:</td><td>HDFC0000014</td></tr> <tr> <td>MICR Code:</td><td>700240003</td></tr> </table>	Beneficiary Name:	Mjunction Services Ltd	Bank Name:	HDFC Bank	Branch Name:	Central Plaza	Address:	2/6 Sarat Bose Road, Kolkata- 700020.	Current Account No:	00140310003141	IFSC Code:	HDFC0000014	MICR Code:	700240003
Beneficiary Name:	Mjunction Services Ltd														
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IFSC Code:	HDFC0000014														
MICR Code:	700240003														
<b>Contact Details:</b>															
	<p><b>mjunctionservices ltd:</b></p> <p><b>Inspection &amp; any query :</b></p> <p>Mr.Biswajit Banerjee : 08584008276 ; <a href="mailto:biswajit.banerjee@mjunction.in">biswajit.banerjee@mjunction.in</a>          Mr. Satyavir: 08336925974; <a href="mailto:satyavir1@mjunction.in">satyavir1@mjunction.in</a></p> <p>Auction Room No's:</p> <p><b>(033)66031760-72 (13 lines)</b>  <b>(033)44091760-72 (13 lines)</b></p>														

## 2. MATERIAL DETAILS:-

**Table – 2**

1) Engine (Fuji Diesel) - 4 Nos. 2) Generator (Toyo Denki Seizo K.K - Japan) - 4 Nos. 3) Panel Set & Equipment Set			
<b>Synchronous Generator Set: - 4 Nos.</b>			
Lot No.	Sr. No.	Particular	Unit
1	1	Output	5187.5 KVA/Engine
1	2	Voltage	6600 V
1	3	Current	453.8 A
1	4	Frequency	50 Hz
1	5	Retec Speed	600 RPM
1	6	P.F.	0.8
1	7	No. Of Phases	3
1	8	No. Of Poles	10
1	9	Exc. Voltage	No. 1 = 163 v/ No. 2 = 172 v/ No. 3 = 169 v/ No. 4 = 172 v
1	10	Fld. Current	191 A/ 200 A/ 196 A/ 200 A
1	11	Type	No. 1: WR16518B - 10 A No. 2: WD1658B - 10 B No. 3: WD16518B - 10 A No. 4: WD1658B - 10 B
1	12	Protocal System	JP22S
1	13	Class of Insulation	ARM-F/ Field - F
1	14	Cooling Temp	45 Deg C
1	15	Standard	JEC - 114-1979
1	16	Date	No. 1 : 1987 No. 2 : 1983 No. 3 : 1987 No. 4 : 1984
1	17	Make	Toyo Denki Seizo K.K. (Tokyo Japan)
<b>Engine Set - 4 Nos.</b>			
1	18	Model No.	12VH32
1	19	Max. Contrives O/P	5880 P>S
1	20	Speed	600 rpm
1	21	Bore	320 mm
1	22	Weight	45000 Kgs

1	23	Mfg. Date	1987/ 1984/1987/ 1984
1	24	No. Of Cylinders	12
1	25	Stoke	470 mm
1	26	Direct in Jeeton Acting	4 Cycle
1	27	Engine No.	Set 1: 207000 Set 2: 207003 Set 3: 207034 Set 4: 207005
1	28	Make	Fuji Diesel
<b>Panel Set</b>			
1	29	Generator Panel	04 Nos.
1	30	Elicitor Panel	04 Nos.
1	31	Feeder Panel	02 Nos.
1	32	Bus Couple Panel	04 Nos.
1	33	Auxiliary Panel	04 Nos.
1	34	Relay Panel	02 Nos.
1	35	Synchronizing Panel	01 Nos.
1	36	N.G.R Panel	04 Nos.
1	37	Starter Panel	01 Nos.
1	38	Battery Charge Panel	01 Nos.
1	39	Temp. Control Panel	01 Nos.
1	40	No. of Battery (2V)	55 Nos.
<b>Auxiliary Unit</b>			
1	41	Fuel Filtration Unit	04 Nos.
1	42	Heat Exchanger	04 Nos.
1	43	Inlet Water Heater Unit	04 Nos.
1	44	Lube Oil Seperator	03 Nos.
1	45	Air Filter Unit	04 Nos.
1	46	F.O. Seperator	04 Nos.
1	47	Oil Storage Tank (5000 ltr)	01 Nos.
1	48	Storage Tank with Heater (1000 ltr)	02 Nos.

**Note:**

- i. Taxes and Duties as applicable
- ii. Delivery Challans shall be issued by MANAKSIA COATED METALS AND INDUSTRIES LTD.

**3. Special Terms & Conditions:**

**Onsite Inspection:**

- i. Inspection will only be permitted by giving prior notification to the valuejunction team at least 2 days before the date of visit. Refer to the [Expression of Interest document for inspection](#) appended below in this catalogue.

- ii. Buyers are required to submit the duly filled in EOI (next page) & the balance sheet of the previous financial year before visiting the site.
- iii. Customers visiting the site are required to carry the following 2 items with them:
  1. **Government approved Photo identity proof of each visitor.**
  2. **Company letterhead.**

**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.: Sale of De-commissioned DG Sets - Kutch, Gujrat**

Dear Sir,

As we are interested to participate in the upcoming online auction of **De-commissioned DG Sets - Kutch, Gujrat**, we want to visit the site for detailed Inspection on \_\_\_\_\_.

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 **four** people.

We are hereby submitting the last year's Balance Sheet of our company and 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.

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.

1. [biswajit.banerjee@mjunction.in](mailto:biswajit.banerjee@mjunction.in)
2. [satyavir1@mjunction.in](mailto:satyavir1@mjunction.in)

#### 4. Requirements of participation in online auction:

5.1 Registration: Before participation in the e-Auction, a prospective bidder shall be required to get registered with mjunction services limited. For details visit **www.metaljunction.com** OR get in touch with the concerned person from valuejunction.

5.2 Documentation: The following documents need to be submitted by the bidder interested for participating in the e-Sale to mjunction services limited prior to the date of the e-Sale:

- Letter of Interest duly signed and stamped by bidder (attached with this catalogue).
- Each page of this catalogue to be signed and stamped by the buyer and to be submitted to mjunction services limited in hard copy & soft copy.
- New bidders (not registered with mjunction) are requested to submit notarized copies of their SOI's & supporting documents before participating in the e Auction.

**Pre Bid Security Deposit: Non-Interest bearing security deposit of Rs. 10,00,000 (Rupees Ten Lakhs Only) in the form of RTGS to “MJUNCTION SERVICES LIMITED”**

**Table – 3**

Bene Name:	Mjunction Services Ltd
Bank Name:	HDFC Bank
Branch Name:	Central Plaza
Address:	2/6 Sarat Bose Road, Kolkata- 700020.
Current Account No:	00140310003141
IFSC Code:	HDFC0000014
MICR Code:	700240003

**Last Date for submission of Pre Bid Security Deposit & all supporting Documents:  
30-06-2016**

#### 5. Online bidding process:

- The entire plant will be auctioned in a single lot.
- An 'English No Ties' forward auction will be conducted.
- All bids should be placed in Rs. Cr
- Customers will have to place their quote in Rs/Lot. Price to be quoted is basic, ex- location exclusive of taxes & duties.
- Bid Validity: Bid shall be valid for **Ten (15) days** from the date of e-sale.

## 6. Payment & Lifting Terms:

- i. Pre Bid (Security Deposit): **Rs. 10 Lakhs** to be submitted for participating in the auction. This will be retained by MANAKSIA COATED METALS AND INDUSTRIES LTD. as Security Deposit and will be adjusted with the final instalment payment.
- ii. Material Value payment: **The full payment along with taxes and duties is to be made** as shown in the table below – **Table 4**
- iii. Dismantling & Lifting: The dismantling & lifting of material is to be made as given in the table below – **Table 4**
- iv. Site clearance: The material will have to be removed on 'AS IS WHERE IS & NO COMPLAINT BASIS' at the buyer's own cost & expenses. The buyer would have to arrange for all the equipment as may be needed for dismantling and transportation. All the safety norms of the plant will have to be strictly followed while the dismantling & lifting activity is underway. While removing materials of one segment, the next segments materials should not be disturbed.
- v. The buyer must clearly understand that mjunction services limited/MANAKSIA COATED METALS AND INDUSTRIES LTD. does not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The customer must satisfy themselves on all aspects pertaining to the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to bidding in the e-auction. No complaint, whatsoever, would be entertained after the submission of the online bid.
- vi. After the submission of bid(s) by the Buyer, a presumption would be drawn that the buyer has inspected the material and has satisfied himself fully about the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to the e-auction. No complaint, whatsoever, on the points referred above or any other points with regard to material would be entertained after the submission of the bid.
- vii. The submission of the pre-bid security along with the sign & stamped catalogue shall confirm the acceptance of the terms and conditions of the auction in full and totality.
- viii. No subletting of the contract shall be permitted by mjunction services limited/MANAKSIA COATED METALS AND INDUSTRIES LTD.. If it comes to the knowledge of mjunction services limited/MANAKSIA COATED METALS AND INDUSTRIES LTD. that subletting has taken place, then mjunction services limited/MANAKSIA COATED METALS AND INDUSTRIES LTD. shall be free to cancel the contract and forfeit all amounts of the purchaser available with mjunction services limited/MANAKSIA COATED METALS AND INDUSTRIES LTD..
- ix. If the successful bidder/purchaser who is awarded contract fails to make the full payment or fails to lift the materials in full within the stipulated period, then MANAKSIA COATED METALS AND INDUSTRIES LTD. / mjunction services limited reserves the right to foreclose/cancel the contract, and in such an event, the entire amount available with mjunction services limited/MANAKSIA COATED METALS AND INDUSTRIES LTD., under any account head, shall be forfeited.
- x. It will be at the sole discretion of MANAKSIA COATED METALS AND INDUSTRIES LTD. to accept or cancel the BID placed in the online auction without assigning any reason. The contract shall be treated as having been entered into as soon as a Letter of Acceptance / Sale Order is issued to the successful bidder.
- xi. The contract shall be deemed to be completed as soon as the entire area is cleared by the buyer and when the MANAKSIA COATED METALS AND INDUSTRIES LTD. issues the completion certificate to the successful buyer.
- xii. The buyer has to demolish and remove the foundations / buildings and level the ground up to the satisfaction of MANAKSIA COATED METALS AND INDUSTRIES LTD., wherever the equipment / machineries / buildings are subject of sale.
- xiii. All structures, equipment, RCC are to be dismantled to Ground level/Base Level (cutting & filling both) & site cleared of all debris



## 7. Payment & Lifting Schedule:

**Table – 4**

H1 bidder will have to deposit a first installment equal to 25% of the bid value within 7 working days from receipt of sale order. The pre bid security of H1 bidder will be adjusted against this amount. Remaining 75% of the bid value will be deposited in 4 equal installments as shown below.

Sl. No.	Installments (Material value with taxes & duties)	Time Line For Payment (from receipt of Sale Order)	Action to be Taken after submitting respective installment money
1	On deposit of 2 <sup>nd</sup> installment	Within 15 Days	1) Dismantling and lifting of DG Set No. 1
2	On deposit of 3 <sup>rd</sup> installment	Within 30 Days	1) Dismantling and lifting of DG Set No. 2
3	On deposit of 4 <sup>th</sup> installment	Within 45 Days	1) Dismantling and lifting of DG Set No. 3
4	On deposit of 5 <sup>th</sup> & final installment	Within 60 Days	1) Complete dismantling and lifting of the material within 60 days

## 8. Security of the material:

- i. If the auction H1 price is approved & the contract is awarded to the customer, the security of the material in the plant from then onwards becomes the onus of the customer.
- ii. MANAKSIA COATED METALS AND INDUSTRIES LTD. will provide necessary approval to the winning buyer to place his own security to safeguard the material in the premises of the plant at the customer's own cost & expenses.

## 9. Timeline for completion of dismantling & lifting:

- I. The completion of dismantling & lifting of all segments of the plant under disposal and clearance of the site and level the ground is **60 days** from date of receipt of sale order.
- II. If the dismantling & lifting is not completed within stipulated time line an extension may be provided after mutual discussion between the customer, MANAKSIA COATED METALS AND INDUSTRIES LTD. and mjunction. After discussion, MANAKSIA COATED METALS AND INDUSTRIES LTD.'s decision in this regard will be final & binding on the customer.

## 10. Penalties:

- I. The entire Pre bid Security amount will be forfeited if the H1 Buyer fails to deposit the 1<sup>st</sup> instalment within the given stipulated time.
- II. If the H-1 Buyer fails to deposit any of the further instalments within the stipulated time a late fee penalty of 1% per week or part thereof up to 2 weeks will be imposed. Beyond 2 weeks, the payment may not be accepted & the entire Security deposit along with previous deposited instalment will stand forfeited. However acceptance of late payment beyond two weeks will be at the sole discretion of MANAKSIA COATED METALS AND INDUSTRIES LTD. with or without levy of penalty charges.
- III. Beyond the allotted time for dismantling and lifting, the H1 buyer will not have the right to claim any of the material. MANAKSIA COATED METALS AND INDUSTRIES LTD./mjunction will have the right to re-sell the remaining material.
- IV. If the Contractor/Buyer fails in providing safe working environment as per the Safety Rules of MANAKSIA COATED METALS AND INDUSTRIES LTD. or continues the work even after being instructed to stop the work by the Engineer I/C as provided in ( Clause XVII (1) in this catalogue), the Contractor shall be penalized as per MANAKSIA COATED METALS AND INDUSTRIES LTD. Management rules and regulation.

## 11. Refund

- I. For the winning customer, if price is approved, the entire pre bid security will be adjusted with the 1<sup>st</sup> instalment (25% of the bid value)
- II. For non H1 buyers, the pre-bid security will be refunded within 3 working days of receiving the refund request letter on the letter head along with cancelled cheque copy & bank details with company seal from the customer.

## 12. INSPECTION :

The materials offered for sale must be inspected prior to due date of e-auction. For inspection & other related matters, bidders may contact the concerned persons of mjunction services limited.

mjunction representatives :

- Mr. Biswajit Banerjee : 08584008276 ; [biswajit.banerjee@mjunction.in](mailto:biswajit.banerjee@mjunction.in)
- Mr. Satyavir: 08336925974; [satyavir1@mjunction.in](mailto:satyavir1@mjunction.in)

The bidders should thoroughly satisfy themselves about the nature, specifications, physical conditions, quantity, quality, place of existence of the materials and working conditions at site. MJUNCTION SERVICES LIMITED/MANAKSIA COATED METALS AND INDUSTRIES LTD. provides no guarantee or warranty as to the condition of the material / its quality / its fitness for any specific purpose or use. It should be clearly understood that no claim / complaint about the quality, specifications, quantity, conditions or fitness for use shall be entertained by MANAKSIA COATED METALS AND INDUSTRIES LTD. once a bid has been registered into the e-auction floor of MJUNCTION SERVICES LIMITED.

### **13. CAVEAT EMPTOR:**

13.1. The quantity, quality, measurement and condition of the materials indicated are all approximate. Participation and bidding by anyone in this sale shall be treated as conclusive evidence of the fact that the party has inspected the materials offered for sale and satisfied himself in all respect regarding quantity, quality, measurement, weight and condition of materials, taxes and duties, local working condition and other extraneous factors and principle of Caveat Emptor (let the buyer beware) will apply.

13.2. It shall be implied and taken for granted that the party has carefully gone through and understood the terms and conditions of e-Auction including the amendments if any, prevailing at the time of bid. No complaints or objections shall be entertained by MANAKSIA COATED METALS AND INDUSTRIES LTD. and/or the Authorities after the bid is opened / accepted.

13.3 MANAKSIA COATED METALS AND INDUSTRIES LTD. do not give any warrantee or guarantee for the quality, chemical composition of each individual items in the lot or about the end use or fitness for a particular purpose.

### **14. SALE ORDER:**

It will be at the sole discretion of MANAKSIA COATED METALS AND INDUSTRIES LTD. to accept or cancel the sale without assigning any reason. The contract shall be treated as having been entered into as soon as a Letter of Acceptance / Sale Order is issued to the successful bidder by MANAKSIA COATED METALS AND INDUSTRIES LTD.. The contract shall be deemed to be completed as soon as the entire area is cleared by the buyer of the entire materials allotted or on completion of the period of contract, whichever is earlier.

### **15. PAYMENTS:**

15.1 The cost of material along with all applicable taxes and duties shall be paid by the buyer in the form of DD/Pay order of any nationalized/ scheduled bank drawn in favour of, MANAKSIA COATED METALS AND INDUSTRIES LTD. or through NEFT/ RTGS/ CBS as per the following details:

#### **Bank Details of MANAKSIA COATED METALS AND INDUSTRIES LTD.:**

Company Name - MANAKSIA COATED METALS & INDUSTRIES LTD Name of Bank - HDFC Bank Account Type - Current Account Bank A/c No - 00140110000374 Name of Branch - Kolkata Bank Address Central Plaza Branch- Kolkata- 700 020 RTGS / IFSC Code - HDFC0000014 CMS client code - MNKASIALTD
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15.2 VAT is applicable @ % presently. However, any taxes/duties applicable on the transaction at the time of delivery of the goods will be borne by the purchaser at actual.

15.3 The purchaser may clearly note that all the taxes, duties, levies, etc., if any is levied/imposed by any Statutory Authority till the final conclusion of the contractual period/ contract shall be borne by him/them including the interstate transactions and MANAKSIA COATED METALS AND INDUSTRIES LTD. shall not be responsible to pay the same, if any, since the sale is on 'AS IS WHERE IS BASIS' AND NO COMPLAINT BASIS EX WORKS OWNER.

## **16. DELIVERY:-**

16.1 The delivery period for the listed items of the plant including dismantling, cutting, bringing down to ground level and taking out from DG SETS, Kutch premises is 60 **days** from the date of delivery advice (including the date of issue) by MANAKSIA COATED METALS AND INDUSTRIES LTD..

16.2 Vehicles deputed for disposal of the material(s) should report for loading in early hours in such a manner that requisite time is available for loading and vehicles are released before closing of the working hours i.e. at 17:30Hrs.

16.3 Successful Buyer shall dismantle and lift the listed material by employing their own labour and at their own cost.

16.4 The material will have to be removed on "AS IS WHERE IS & CLEAN SWEEP BASIS" and at the buyer's own cost and expenses. No processing, whatsoever, other than dismantling, required for convenient transportation, will be permitted by MANAKSIA COATED METALS AND INDUSTRIES LTD.. The buyer shall not be provided with any work force or equipment. The buyer would have to arrange for all the equipment as may be needed for dismantling and transportation including Dozer, Scraper, Cranes, Gas, etc. However, Power, Water or other facilities available with MANAKSIA COATED METALS AND INDUSTRIES LTD. may be considered to be made available to the purchaser as per MANAKSIA COATED METALS AND INDUSTRIES LTD.'s rules., the details of which the bidder/buyer may see and satisfy himself from the Site In charge. While removing materials from one site, the other site's materials should not be disturbed /damaged.

## **17. REMOVAL OF PLANT MACHINERY/ EQUIPMENTS**

17.1 Successful Bidder / Buyer will submit a plan for dismantling / demolishing, transportation of dismantled materials / accessories, equipment from the site prior to actual start of the work for obtaining approval of MANAKSIA COATED METALS AND INDUSTRIES LTD.. The material stored/dismantled first should be removed first. The time schedule and sequence of the dismantling & removal of material shall be prepared by the Buyer and its prior approval shall be obtained from the Plant Officials - DG SETS, Kutch. The approved dismantling & lifting schedule shall be strictly adhered to.

17.2 In case of any default in lifting the materials by the buyer within the specified time limits, the outstanding materials would be allowed to be lifted within 30 (thirty) days from the permitted date subject to payment of ground rent @ 1% per week or part thereof of the entire value for the period of delay beyond the specified free delivery period. It will be the sole discretion of MANAKSIA COATED METALS AND INDUSTRIES LTD. to allow or not to allow the buyer to lift the material with or without the ground rent after expiry of the full contractual free delivery period or even within the aforesaid additional period of 30 (thirty) days. However MANAKSIA COATED METALS AND INDUSTRIES LTD. reserves the right not to accept the ground rent payment after the expiry of the above mentioned free time limit or even within or after the aforesaid additional period of 30(thirty) days and in such an event the contract shall be automatically terminated and the Earnest Money /Security Deposit of the bidder shall automatically stand forfeited without prejudice to the right of MANAKSIA COATED METALS AND INDUSTRIES LTD. to dispose of the material at the risk and cost of the bidder and realize the difference, if any, from the bidder.

17.3 Dismantling and transportation of the goods shall be the responsibility of the buyer at his costs and risks. It shall be obligatory for them to take safety precautions as per applicable laws/rules.

17.4 MANAKSIA COATED METALS AND INDUSTRIES LTD. or its authorized representatives shall have the right to stop dismantling and loading of the material if they feel that the buyer or his representatives are not following the instructions given to them or the job is not being carried out in accordance with the provisions of terms & conditions of Contract and buyers will be solely responsible for the same.

17.5 Dismantling/removal of materials on 'Pick & Choose' basis shall not be allowed.

17.6 Removal and transportation of materials shall be done only during general shift hours of MANAKSIA COATED METALS AND INDUSTRIES LTD.. No materials will be allowed to go out after 5.30 P.M. on week days. Similarly, no materials will be allowed to go out on Sundays and holidays. Suitable security arrangements should be made by the buyer to look after the sold goods, his tools & tackles and other materials/stores, for which private security guards may be engaged by the buyer, round the clock, with prior intimation in this regard.

17.7 The buyer shall not be allowed to store the material on the road sides which may cause hindrance in movement on the road or cause inconveniences to public.

17.8 The buyer shall not be entitled to resale any of the material equipment/items sold to him by MANAKSIA COATED METALS AND INDUSTRIES LTD. while these goods are still lying within the premises of MANAKSIA COATED METALS AND INDUSTRIES LTD.. No delivery of material would be affected by MANAKSIA COATED METALS AND INDUSTRIES LTD. to any persons other than the buyer or his authorized representative.

17.9 The buyer shall comply with all statutory provisions as applicable.

17.10 The buyer has to demolish and remove the equipment / foundations / buildings up to the ground level / base level, wherever the equipment / machineries / buildings which are subject of sale.

17.11 Dismantling of plant, removal and sweeping of debris/waste arising out of dismantling shall be carried out simultaneously.

17.12 The buyer should arrange to dump the debris / waste material to an authorized dumping place at his costs and risk.

17.13 If at any time after the sale order / delivery order is issued, MANAKSIA COATED METALS AND INDUSTRIES LTD. wants to retain any item/items for their own use; the buyer will have to release such items which shall be compensated by MANAKSIA COATED METALS AND INDUSTRIES LTD., the amount of which will be mutually decided by MANAKSIA COATED METALS AND INDUSTRIES LTD. and the Buyer.

17.14 Stacking and removal of dismantled material should be in a manner so as not to disturb the normal working.

17.15 For dismantling of the foundation blasting will not be allowed. However, vendor can use pneumatic hammers for breaking the hard foundation of turbine, stack, cooling tower and boiler etc.

## **18. The buyer must adhere to the safety norms of MANAKSIA COATED METALS AND INDUSTRIES LTD.**

## **19. ENGAGEMENT OF LABOUR :**

19.1 The recruitment of labour should be in accordance with the labour laws of Central Government/State Government.

19.2 The Buyer will be required to declare the names of their authorized representative, supervisors and work force and ensure availability of register at site bearing their names, photos, designations, rate of pay, permanent

and local addresses, phone nos. etc with their authorized site In-charge.

19.3 The entry of the employees of the Buyer shall be regulated through the valid gate passes issued by the Security Officer of MANAKSIA COATED METALS AND INDUSTRIES LTD. on the recommendation of the Engineer In-charge at site. All rules enforced from time to time in this respect shall have to be followed by the buyer.

19.4 The payment of wages to the labour/staff of the Buyer will be the sole responsibility of the buyer. However, it will be obligatory on the part of the Buyer to ensure presence of the representative of the MANAKSIA COATED METALS AND INDUSTRIES LTD. on the day of wages payment. In case of any dispute regarding payment ensuing in creating disturbances, MANAKSIA COATED METALS AND INDUSTRIES LTD. will have the right to intervene on the issue and go through the wage/ pay register of the Contractor, if necessary, to decide the conflict/issue and such decision shall be binding on the buyer.

19.5 The Buyer shall have to follow all other statutory obligations from time to time as per labour laws enforceable in the State of Gujrat.

19.6 The buyer shall not deploy labour less than 18 years of age for any of the above work at DG SETS, MANAKSIA COATED METALS AND INDUSTRIES LTD., Kutch.

## **20. MINIMUM WAGES:**

The buyer shall pay not less than minimum wages to the labour engaged by him on the work. Minimum wages means the wages prescribed by the State or Labour Department of the District or place in which work is done.

## **21. Responsibility**

The Buyer is fully responsible for all the equipment and material for damage or loss from any cause during transition and/or while in custody of Buyer at his works site until his complete work is formally accepted by MANAKSIA COATED METALS AND INDUSTRIES LTD..

## **22. SAFETY :**

22.1 No work of dismantling will be allowed unless a valid safety permit to work for the particular job/section is issued by the authorized representative of MANAKSIA COATED METALS AND INDUSTRIES LTD. and duly countersigned by the representative of the Buyer's Safety Officer. The Buyer's Supervisor in whose name the permit to work is issued shall be responsible to supervise the job in person, ensure its smooth performance and his presence at site during the work shall be deemed compulsory. The permits to work are to be renewed daily before starting the job for which safety permit to work has been issued. The safety permit to work has to be returned to the authorized representative of MANAKSIA COATED METALS AND INDUSTRIES LTD. every day.

22.2 The Buyer shall be responsible to follow safety instructions as per the safety permit issued to him and other safety regulations of MANAKSIA COATED METALS AND INDUSTRIES LTD./State Govt. and will ensure that no accident or damage to either man or machine inside the DG SETS, MANAKSIA COATED METALS AND INDUSTRIES LTD., Kutch premises takes place. Any loss/ accident on this score will be dealt in accordance with the Factory rules and Buyer shall be liable for the same.

22.3 Any loss/damage caused to the property of the MANAKSIA COATED METALS AND INDUSTRIES LTD. has to be made good by the Buyer as per the assessment of the Committee constituted by the MANAKSIA COATED METALS AND INDUSTRIES LTD. management whose decision shall be final and binding on the buyer.

22.4 Gas cutting work to be carried out by the Buyer in the course of dismantling work etc. will be allowed only under the supervision of the Buyer's supervisory personnel who will ensure that all safety precautions have been taken including those for prevention of fire in and around the area.

## **23. LABOUR/ HEALTH/ SAFETY CONDITIONS:**

### **PROVISIONS OF WORKMEN COMPENSATION ACT:-**

23.1. In every case in which, by virtue of the provision of Sec. 12, Sub-Sec.(i) of the Workmen Compensation Act, 1923 or any other law for the time being in force, if MANAKSIA COATED METALS AND INDUSTRIES LTD. is obliged to pay compensation to a workman employed by the Buyer in execution of the works, MANAKSIA COATED METALS AND INDUSTRIES LTD. is entitled to recover from the buyer the amount of the Compensation so paid, and without prejudice to the rights of MANAKSIA COATED METALS AND INDUSTRIES LTD., Under Section -12, Sub-section (2) of the said Act or any other law for the time being in force, except on written request of the Buyer and upon his giving to MANAKSIA COATED METALS AND INDUSTRIES LTD. full security for all costs for which MANAKSIA COATED METALS AND INDUSTRIES LTD. might become liable in consequence of the contesting such claim.

23.2 In addition to the above, in the event of death of the Buyer's employee while on duty, an immediate ex-gratia payment of Rs. 10,000/- (Rupees Ten Thousand Only) should be paid by the Buyer to the dependants of the employee. In case the Buyer fails to pay such amount, as mentioned above, the MANAKSIA COATED METALS AND INDUSTRIES LTD. management may pay the amount to the deceased employee's dependent and recover the amount from the buyer.

23.3 It shall be the responsibility of the buyer to fulfil all statutory obligations in respect of labour laws and therefore, shall keep MANAKSIA COATED METALS AND INDUSTRIES LTD. indemnified for all the consequences in case of any default of any kind in this regard.

## **24. STATUTORY REQUIREMENT:-**

The bidder shall abide by all Acts notified by the Govt. of India, Govt. of Gujarat from time to time to the extent they are applicable during the execution of the contract. Further, the bidder should comply with all statutory requirement/ clearances in respect of laws, regulations and procedures governing this contract.

## **25. SERVICES TO BE RENDERED BY MANAKSIA COATED METALS AND INDUSTRIES LTD. WITHIN THE PREMISES:**

Electricity up to a specified point at Buyer's site office (on chargeable basis), if required and requested for, may be provided on chargeable basis at the sole discretion of MANAKSIA COATED METALS AND INDUSTRIES LTD.. Any extension of the electric line from the specified point has to be done by the Buyer with the approval of MANAKSIA COATED METALS AND INDUSTRIES LTD., under the supervision of a competent person having Supervisory Competence certificate.

N.B. All arrangements of dismantling, removal, loading and transportation of the sold material have to be made by the buyer himself. MANAKSIA COATED METALS AND INDUSTRIES LTD. does not take any responsibility for providing capacity oxygen/DA cylinders or any other consumables to the Buyer for dismantling job.

## **26. JURISDICTION:**

The Contract shall in all respect be construed and operated as an Indian Contract and in accordance with the Indian laws in force and is subject to the exclusive jurisdiction of only Jabalpur, GUJARAT Courts.



## **27. ARBITRATION:**

Any dispute arising under this Agreement w.r.t services render by mjunction services limited with the bidder shall be considered first in person or by telephone by designated representatives of mjunction services limited within 10 days of receipt (the date of receipt, the "Dispute Date") of a notice addressed to the applicable representative from the other referencing this clause and specifying the nature of the dispute. If for any reason the dispute has not been resolved to the satisfaction of the Parties within twenty (20) days after the Dispute Date, then either Party may opt for resolution of the dispute through arbitration to a single arbitrator who shall be the Managing Director of mjunction services limited or his nominated representative. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 in effect at the time of arbitration. The seat of the arbitration shall be Kolkata, India. The arbitration award shall be final and binding of the Parties as permitted under the applicable laws.

## **IMPORTANT NOTES**

A. The buyer must clearly understand that MANAKSIA COATED METALS AND INDUSTRIES LTD. do not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The customer must satisfy themselves on all aspects pertaining to the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to bidding in the e-auction. No complaint, whatsoever, would be entertained after the submission of the bid.

B. After the submission of bid(s) by the Buyer, a presumption would be drawn that the buyer has inspected the material and has satisfied himself fully about the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to the e-auction. No complaint, whatsoever, on the points referred above, would be entertained after the submission of the bid.

C. NO CONDITIONS WILL BE ACCEPTED WITH THE PRE-BID EMD.

D. DDs of Cooperative Bank shall not be accepted and will be returned without any action being taken on them.

E. THE SUBMISSION OF THE PRE-BID EMD SHALL CONFIRM THE ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE AUCTION IN FULL AND TOTALITY.

F. INTENDING BIDDERS ARE ADVISED TO THOROUGHLY GO THROUGH THE GENERAL TERMS AND CONDITIONS, SELLER SPECIFIC TERMS AND CONDITIONS AND THE SPECIAL TERMS AND CONDITIONS OF THE E-AUCTION, PRIOR TO SUBMISSION OF BIDS.

G. NO SUBLETTING OF THE CONTRACT SHALL BE PERMITTED BY MANAKSIA COATED METALS AND INDUSTRIES LTD./MJUNCTION SERVICES LIMITED. IF IT COMES TO THE KNOWLEDGE OF MANAKSIA COATED METALS AND INDUSTRIES LTD. THAT SUBLETTING HAS TAKEN PLACE, THEN MANAKSIA COATED METALS AND INDUSTRIES LTD. SHALL BE FREE TO CANCEL THE CONTRACT AND FORFEIT ALL AMOUNTS OF THE PURCHASER AVAILABLE WITH MANAKSIA COATED METALS AND INDUSTRIES LTD..

H. IF THE SUCCESSFUL BIDDER/PURCHASER WHO IS AWARDED THE CONTRACT FAILS TO MAKE THE FULL PAYMENT OR FAILS TO LIFT THE MATERIALS IN FULL WITHIN THE STIPULATED PERIOD, THEN MANAKSIA COATED METALS AND INDUSTRIES LTD. RESERVES THE RIGHT TO FORECLOSE/CANCEL THE CONTRACT, AND IN SUCH AN EVENT, THE ENTIRE AMOUNT AVAILABLE WITH MANAKSIA COATED METALS AND INDUSTRIES LTD., UNDER ANY ACCOUNT HEAD, SHALL BE FORFEITED.



I. Bidder should quote the rates of the plants, auxiliaries and complete work of levelling of the site up to ground level/base level, as one lot on “AS IS WHERE IS BASIS” and “NO COMPLAINT BASIS”.

J. Materials/Items which are excluded from sale, i.e., do not fall under the purview of this sale are as per Clause No.3, Tables 3 to 5 in this catalogue.

## **28. GENERAL TERMS & CONDITIONS OF E-SALE**

**General Clause: MANAKSIA COATED METALS AND INDUSTRIES LTD.** (herein after termed as “Client”) will dispose of the items as listed in the auction catalogue through mjunction services limited on “as is where is” basis. mjunction services limited (herein after termed as mjunction) will conduct the e-Auction on its website [www.metaljunction.com](http://www.metaljunction.com)

- i. **Bidder Registration:** Before participation in the e-Auction, a prospective bidder shall be required to get itself/himself registered with mjunction for the purpose, by submitting an application in the prescribed format available on the website. Details of the registration process are available on the mjunction website ([www.metaljunction.com](http://www.metaljunction.com)). The application shall be made along with the documents (1) copy of latest Income Tax return (2) PAN Card (3) Sales Tax/Vat Registration Certificate,(4) SSI Registration Certificate (if applicable) (5) Trade License and (6) Statement of Interest Form duly filled in and signed/stamped by the bidder. Registration can be done online by forwarding the application form backed up by the necessary documents to any of the front offices of mjunction. After the registration, all-prospective Buyers will have an auto generated “Unique User ID” & a “password” based on which they can log in. Both domestic as well as international bidders are eligible to participate.
- ii. **SAP ID:** Bidders will all be issued a SAP ID after registration, by mjunction which will have to be mentioned in all future financial transactions between the buyer & MJ like EMD submission & EMD refund.
- iii. **Inspection:** The bidders are free to inspect the items/ materials, ready for disposal for their satisfaction within the time period specified on the auction catalogue. Intending bidders shall take prior appointment and submit the EOI for inspection.
- iv. **Goods will be sold ‘as is where is’ & no complaint basis.** Bids will be deemed to have been made on the clear understanding that intending bidders have satisfied themselves fully in regard to the nature, condition, quality and quantity of goods upon inspection or otherwise. No error, omission or mis-statement or mis-description or printing mistake whatsoever and howsoever made or published whether in the catalogue or otherwise and no defects or faults in the goods shall annul the sale or be the subject of any claim on the part of the bidder and no claim for compensation or otherwise be entertained by client. Further, client will take it for granted that the bidders have fully read and understood the language, spirit and objective in these “terms and conditions of sale” of the materials before making any bid and that there does not exist any ambiguity whatsoever in the expressions.
- v. **Bid Validity Period:** The bid submitted should be valid for 30 days from the date of completion of the auction.
- vi. The decision for the acceptance/rejection of the rate offered by the H1 bidder shall be communicated by mjunction through lot confirmation letter, e-Mail, SMS or any other mode felt necessary. The bidder will then be required to make payments as stipulated.

- vii. Client and/or mjunction shall be under no obligation to put up the lots singly or serially or in any other particular manner and Client reserves the right at its discretion to withdraw any lot or lots from sale at any time without assigning any reason thereof.
- viii. The LOT will be sold subject to approval by client. Client reserves to itself the right:
  - a. To accept or reject the highest offer or any other bid or all the bids
  - b. To accept or to reject the online auction result. The bidders would have no claim for issuance of sales release orders.
  - c. To cancel or reschedule the auction.
- ix. Bidders bidding for the goods sold shall be deemed to have taken into account and made due allowance for the cost of handling, loading or other expenses (including dismantling if permitted by client) for purposes of removal of the goods and shall be entirely responsible for booking goods by rail where so required. Client will effect delivery of goods only at the site.
- x. **Statutory Documents:** All sales tax, terminal tax, excise duty and all other taxes, duties (imposts) whether to payable to the Central Government or to the State Government or to the municipal, local or other authorities shall be deposited by the buyer with mjunction along with the sales value of the materials. Non-payment of any amount payable under this clause will have the same effect as non-payment of the purchase money and will result in ipso-facto cancellation of the sale and forfeiture of the security deposit. If the liability of such tax (impost) and/or duty is in doubt, mjunction will have a right to call upon the buyer to make such provision as Client may deem fit and proper to ensure the recovery of such taxes (impost) and/or duty. If the tax (impost) and/or duty is not recovered at the time of delivery/dispatch Client/mjunction will have the right to call upon the buyer, to pay such amount as may be due whenever the Client/mjunction find that it has omitted to charge or Client become liable to pay higher charge as a result of decisions or announcements by Government or any other competent authority, even though, the full value of the materials may have been already paid or delivery/dispatches may have been completed from Client's units. Client shall be free to call upon the buyer to make good the amount short recovered whenever such contingency should arise, or Client shall be entitled to recover the Amount of such tax (impost) or duty from the buyer by way of set off against any amount or amounts that might at any time become payable by Client/mjunction to the purchaser on any account or accounts whatsoever. Taxes as applicable from time to time shall be payable by the buyer.
- xi. Buyer will have to pay the local sales Tax/VAT, any other tax/duty as per the applicable rate during the time of invoicing (taking delivery) and no representation in this regard will be entertained by mjunction services Limited.
- xii. In the event of failure on the part of the bidder to fulfil the contractual obligations. Client/mjunction shall reserve the right to debar such bidder from participating in any future auctions conducted by mjunction on behalf of Client.
- xiii. mjunction services limited will issue the sale order voucher for the items sold and also the delivery order will also be issued by mjunction services limited.
- xiv. Client shall not be responsible for any liability in respect of labour/employee appointed/engaged by the buyer for lifting of the materials. All formalities required under the provision of respective Labour Laws /Rules shall be duly and punctually observed/complied at their own cost and they alone shall be responsible and liable for punitive action/payment of any dues, compensation or any amount, required to paid under any provisions of Laws/Rules in any case of non-compliance and default on the part of buyer. If Client in any case is held liable under any Laws/Rules then in such cases the buyer shall not only make payment of such dues and/or caused but also be responsible for payments of damages to Client.
- xv. In case it is detected at any time that the buyer has loaded material and/or materials for which he is

not the auction purchaser Client will be within its rights to detain the truck, unload the materials at the cost and expenses of the buyer and take such other and further action as may deem fit and necessary for the purpose.

- xvi. In the event of failure by the buyer to fulfil any obligations under the general conditions of sale including failure remove/lift the goods against any lots within the stipulated time, the sale of such lot may be cancelled for the quantities not lifted by the buyer and all moneys paid by the bidder for those specific lots shall stand forfeited. Client will be entitled to re-sell the goods through MJ, at the entire risk and cost of the buyer as and when Client may deem fit without any notice to the buyer. Client shall be at full liberty to retain and/or adjust/or recover any losses incurred on account of the failure of the buyer to lift the material from any amount lying with Client to the buyer's credit. The decision of Client in regard to the actual losses incurred by Client shall be final and binding on the Buyer. Any gain on any re-sale as aforesaid shall, however, belong to Client.
- xvii. All auction-related complaints should be referred to mjunction, Kolkata, during the auction duration only by the parties concerned. Complaints pertaining to difficulties in lifting etc. should be referred directly to MANAKSIA COATED METALS AND INDUSTRIES LTD. by the concerned buyer.
- xviii. 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 labour 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 labour, 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.

## **29. Special instructions:**

- i. Special terms and conditions for internet auction: Bandwidth problems, connectivity problems with the local ISP (internet service provider), slowness to access pages for downloading etc. are beyond the control of Client and mjunction. Hence no responsibility and liabilities lies with Client/ mjunction for the above problems, if any, faced by the bidders before/during the auction
- ii. Any bid placed using the bidder's username and password is unconditionally binding on the bidder to whom such username and password had been allotted and he shall be solely responsible for maintaining the confidentiality of the same and fully responsible for all activities that occur under their username and password. Hence the user is advised to check the username and password before the auction in order to familiarise himself with the same and is advised not to reveal it to anyone else so as to prevent misuse of the same. The bids made by the bidders against their username and password shall be irrevocable.
- iii. The bidders are advised to register and pre-qualify for bidding well in advance and place their bids early in order to take care of any unforeseen technical difficulty that might surface in the internet operations.
- iv. Any quarters of MANAKSIA COATED METALS AND INDUSTRIES LTD. used by the buyer will be on chargeable basis, subject to availability.

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

#### **Introduction:**

This Online Forward Auction is being conducted for **MANAKSIA COATED METALS AND INDUSTRIES LTD.** (hereinafter referred as the **“Client”**) on the Auction Platform of mjunction services Ltd, (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.

**Acceptance in-to to these General Rules and Regulations governing conduct of online auctions, and Terms and Conditions for Sale of Materials by auction of client is a pre-requisite for securing participation in the online auctions.**

Prospective bidders are advised to read through the key terms pertaining to the online Forward Auctions as provided in the Annexure containing the Definition.

#### **Role of “Service Provider”**

The role of the service provider is outlined below:

- i. “Service Provider” is the agency (operator) primarily providing the service of the Forward auction to the “client”.
- ii. Finalization of the auction items in consultation with the client.
- iii. Defining of bidding rules for each auction in consultation with the client.
- iv. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules.
- v. Input of the Auction items and defining the bidding rule in the auction engine.
- vi. Enlarging the customer base by introducing new bidders.
- v. Collection of EMD, Letter of Interest etc. from the willing bidders and forwarding the same to the Client.
- viii. Providing access to the approved bidders to participate in the Auction.
- ix. Summarizing the Auction proceedings and communicate the outcome to the Client.

The responsibility of fulfilment of the contract rests between the bidders and the client and the responsibility of the “Service Provider” shall be restricted to the extent of the services provided by them.

#### **Role of Bidder**

The role of the bidder is outlined below:

- i. The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction
- ii. The bidder would be provided access to the Auction through a “User ID” protected by a “Password”. The bidder needs to ensure that the “User ID” and “Password” is not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the “Service Provider” to keep their confidentiality. However it would be bidder’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. Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. Payment of Earnest Money Deposit (EMD) as decided by the client before the start of the Forward auction will be one of the necessary conditions for participating in the auction.

iii. Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine AND as per the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during online bidding shall render the bidders liable for penal action as deemed fit by “Client” / “Service Provider”.

iv. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfil outlined obligations under the contract.

v. The bidders shall bid on the terms specified by the client & place their bid in the auction engine in the manner specified by “Service Provider”. The bidders shall not stipulate any conditions on their own unless the terms of the client (the client’s terms & conditions) expressly permit such conditions being stipulated by the bidder. 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 bidders with the information and terms specific to the auction in which they are bidding. This would include:

- a) Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration
- b) Start Bid Price
- c) Specified Unit for Bidding
- d) Price Increments and any reduction in the price increment in the auction in the event of inactivity
- e) 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” shall retain the right to delay the announcement of these biddings rules or modify rules specified earlier at the time of the online bidding. These details would be available to the bidders on the Auction Engine at the time of bidding.

**Participation in the auction process presumes complete awareness and understanding of the Bidding rules.**

### **Conduct of The Auction:**

Only those bidders who have been approved by mjunction and handed over stamped and manually signed “Catalogue 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. The Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of 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 auction, with the approval of the Competent Authority of the Client, on any of the following reasons:

The number of confirmed bidders is deemed insufficient to conduct the auction

- Some of the confirmed bidders 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 auction may also vary from the pre-specified period of time either on account of termination of the 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 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 auction with/ without a subsequent rerun of the auction on a mutually decided date
- Cancellation of a bid
- Locking / deactivate a bidder's account (suspension of operations in the account), etc.

In case of failure of net connection, bidder will give his best price to the "Service Provider". "Service Provider" will bid on behalf of the bidder with the minimum increment until the bid price reaches the best price offered by the bidder, by proxy bidding mechanism.

The best price communicated by the bidder 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 bidder. Bidder will be bound by the price offered.

#### **Liability of "Service Provider"**

Service Provider shall not be liable to the client/ bidders participating in the auction or any other person(s) for:

- Any breach of contract by any of the parties in the fulfilment of the underlying contract.
- 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/ bidders in accessing the Auction Engine and placing bids, etc. the bidders 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 bidders in participation but the ultimate responsibility on all these counts lies totally with the bidders.

#### **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 bidder in any such case.

#### **Confidentiality Clause:**

Service Provider undertakes to handle any sensitive information provided by the client or confirmed bidders for the auctions conducted with utmost trust and confidentiality.

#### **Jurisdiction**

The Contract shall in all respect be construed and operated as an Indian Contract and in accordance with the Indian laws in force and is subject to the exclusive jurisdiction of only Jabalpur, GUJRAT Courts.

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

**Signature**

**Name:**

**Designation of signatory:**

**Date:** \_\_\_\_\_ **Place:** \_\_\_\_\_ **Telephone / FAX no.** \_\_\_\_\_

**Prospective bidders are advised to read through the key terms pertaining to the online Forward Auctions as provided here.**

**Definition of Key Terms Auction:** Auction refers to a forum where the sale for one/more lots of an item is stated and the participants (bidders) are required to bid up the price to be selected to purchase the requirement.

**Auctioneer:** The Online Auction service provider, in this case M/S **mjunction services limited**.

**Online Auctions:** Online auctions refer to those auctions conducted through the Internet with the bidders (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. The "Service Provider's" website assigned by "Service Provider" would constitute venue for the purpose of the online auction.

**Award at the Auction:**

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

**Client/Company:** Company/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 bidders desiring to buy these items from the Client.

**Bidder:** Bidder is the individual/business entity participating in the auction, intending to buy the item/s from the Company/Client. To become a Bidder in the auction, a business entity has to provide written assent to the **General and Special Terms & Conditions of Sale** and the **List of Materials Contained**, as well as fully fill up the **Letter of Interest**.

**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 endeavour 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. Bidders 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.

**Successful bidder:** The Successful bidder shall mean bidder whose bid has been accepted by the Company, under the terms of the tender and/or as per those terms and conditions mentioned in the Online Auction



Documents & also Sale offer.

**Duration of the Auction:** It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing bidders. 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 bidders 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 bidders 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.

Letter of interest to be filled and submitted by customers interested in participating in the auction. The duly filled & signed LOI is to be sent to the following email id only: [loi@mjunction.in](mailto:loi@mjunction.in) & copy to [biswajit.banerjee@mjunction.in](mailto:biswajit.banerjee@mjunction.in) & [satyavir1@mjunction.in](mailto:satyavir1@mjunction.in) ; also the Subject of the mail should read as: LOI/MANAKSIA COATED METALS AND INDUSTRIES LTD./AUCTION ON 01/07/2016/CUSTOMER NAME.

The Hard Copy of the LOI & signed & stamped catalogue is to be submitted to mjunction head office or any branch office latest by 30/06/2016.



**LETTER OF INTEREST (To be submitted by customers on company letter head)**

To  
The Manager,  
mjunction services limited.  
West Bengal

**REF.: Online Auction event of Decommissioned DG Sets of MANAKSIA COATED METALS AND INDUSTRIES LTD. at Kutch,  
Dt. 01/07/2016**

Dear Sir,

(1) We are interested in participating in the Online sale event notified vide your notice under reference for **decommissioned units of MANAKSIA COATED METALS AND INDUSTRIES LTD.** and lifting of material to be done ex-Kutch , GUJRAT by road. We also agree to abide by all the instructions contained in the Online auction event Catalogue, Special Terms & Conditions, General Rules and Regulations governed in Conduct of Online forward auction, invitation to online sale event auction notice.

(2) We are hereby submitting the applicable **Pre-bid security deposit of Rs. 10,00000/- (Rupees Ten Lakhs Only)**as per following details to **"mjunction services limited"** for participating in the above mentioned Online Sale event.

UTR No.	RTGS date	Bank, Branch	Amount (Rs.)

(3) We agree to offer our best bid in the online event, in Rupees per Lot for the lot in the auction process, Ex- Kutch , GUJRAT exclusive of all taxes & duties, and other Statutory Levies if any, as legally applicable at the time of delivery/despatch and hold the same valid for **15 days** for acceptance of the bid from the date of online sale event.

(4) We agree to comply with all **"SAFETY MEASURES"** of the plant during the activity of lifting.

(5) We are providing the following details of ourselves in connection with the above Online Sale event.

Name of the Company: \_\_\_\_\_ Name of the contact person \_\_\_\_\_

Address of the Company: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Mobile No. \_\_\_\_\_ FAX No. : \_\_\_\_\_

e-mail : \_\_\_\_\_

Yours faithfully

Name and Signature of authorized Person.

For M/S \_\_\_\_\_  
(With Company's Seal )

Place \_\_\_\_\_,

Date \_\_\_\_\_

Following particulars to be furnished along with LETTER OF INTEREST in the company's letter head.

- 1) NAME OF THE COMPANY :
- 2) ADDRESS :
- 3) CONTACT PHONE & FAX NO. :
- 4) E-MAIL ID :
- 5) NAME OF CONTACT PERSON :
- 6) CONSIGNEE ADDRESS :
- 7) NAME OF BANK:
- 8) NAME OF BR. WITH ADDRESS:
- 9) BANK A/C. NO. :
- 10) BANK IFSC CODE :
- 11) VAT NO. :
- 12) CST NO. :
- 13) PAN NO :
- 14) ECC No. :
- 15) EXCISE RANGE :
- 16) EXCISE DIVN :
- 17) EXCISE COMM. :

**Authorized Signatory  
(With Name and Seal)**

## Plant Pictures







