

Auction Details		
Auction No	MSTC/VAD/Adani Power Mundra Ltd/1/KUTCH/19-20/9256 [216082] Type : O	
Opening Date & Time[View Date]	02-07-2019::14:00:00[26-06-2019]	
Closing Date & Time	Scheduled Time 02-07-2019::18:00:00	Closed At 02-07-2019::18:00:00
Inspection From Date	27-06-2019	
Inspection Closing Date	01-07-2019	
RCM	NO	
EMD Type	Auction Wise EMD	
EMD Amount	100000.00	

Seller Details	
Seller /Company Name	Adani Power Mundra Ltd
Location	KUTCH
Street	4620 MW Thermal Power Plant,APSEZ,Tunda
City	MUNDRA-370435
Country	INDIA
Telephone	9108447180
Fax	
Email	nilesh.kothari@adani.com
Contact Person	Nilesh Kothari

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	GST	LOCATION
LOT No. :01 LOT Name : Electrical Switchyard Spares (Lighting Arrestors)	Electrical Switchyard Spares (Lighting Arrestors) 66KV, 10 KA Lighting Arresters ARRESTOR,LIGHTING,STATION CLASS,66KVPROJECT MATERIALS Material Code :- 9922011113 QTY :- 06 Nos Custom duty :- 27.75 % IGST :- Inclusive in Custom Duty CLICK HERE FOR ANNEXURE	6.0 NO	As Applicable	Adani Power (Mundra) Ltd.4620 MW Thermal Power Plant,Adani Power SEZ,VillageTunda & Siracha, Taluka : Mundra, State :Gujarat
LOT No. :02 LOT Name : Electrical Switchyard Spares	Electrical Switchyard Spares CLICK HERE FOR ANNEXURE	1.0 LOT	As Applicable	Adani Power (Mundra) Ltd.4620 MW Thermal Power Plant,Adani Power SEZ,VillageTunda & Siracha, Taluka : Mundra, State :Gujarat
LOT No. :03 LOT Name : Aluminum Sliding Clamps	Aluminum Sliding Clamps Al tube sliding type clamp Sliding clamp for 4 inch IPS tube Material Code :-9922374143 Qty :- 10 Nos Approx weight per No.: 3.5 KG per No Custom duty :- 27.75 % IGST :- Inclusive in Custom duty CLICK HERE FOR ANNEXURE	10.0 NO	As Applicable	Adani Power (Mundra) Ltd.4620 MW Thermal Power Plant,Adani Power SEZ,VillageTunda & Siracha, Taluka : Mundra, State :Gujarat
	4 Inch Expansion Clamp BPI - 4 IPS expansion clamp BPI - IPS EXPANSIONM,4INCH			Adani Power

LOT No. :04	PROJECT MATERIALS PROJECT MATERIALS MOC : Aluminum			(Mundra) Ltd.4620 MW Thermal Power Plant,Adani Power SEZ,VillageTunda & Siracha, Taluka : Mundra, State :Gujarat
LOT Name : 4 Inch Expansion Clamp	Material Code :-9922119623 Qty - 90 Nos. Approx weight per No.: 12 Kg per No. Custom duty :- 37.75 % GST :- Inclusive in Custom duty CLICK HERE FOR ANNEXURE	90.0 NO	As Applicable	
LOT No. :05	Switchyad spares (IPS tubes, Clamps & Connectors, Spacers)			Adani Power (Mundra) Ltd.4620 MW Thermal Power Plant,Adani Power SEZ,VillageTunda & Siracha, Taluka : Mundra, State :Gujarat
LOT Name :Switchyad spares (IPS tubes, Clamps & Connectors, Spacers)	CLICK HERE FOR ANNEXURE	1.0 LOT	As Applicable	
LOT No. :06	Power Transformers			Adani Power (Mundra) Ltd.4620 MW Thermal Power Plant,Adani Power SEZ,VillageTunda & Siracha, Taluka : Mundra, State :Gujarat
LOT Name :Power Transformers	CLICK HERE FOR ANNEXURE	1.0 LOT	As Applicable	
LOT No. :07	Electrical Motors			Adani Power (Mundra) Ltd.4620 MW Thermal Power Plant,Adani Power SEZ,VillageTunda & Siracha, Taluka : Mundra, State :Gujarat
LOT Name :Electrical Motors	CLICK HERE FOR ANNEXURE	1.0 LOT	As Applicable	

Total No of Lots = 7

SPECIAL TERMS & CONDITION**ADANI POWER (MUNDRA) LTD.**

4620 MW Thermal Power Plant,

Adani Power SEZ, Village Tunda & Siracha,Taluka : Mundra, KUTCH,

Gujarat - 370435

GSTIN/UIN : 24AANCA2426J2ZP

MSTC. Ltd. is an authorized e- commerce service provider for Adani Power (Mundra) Ltd. (Seller) to obtain rates online through its portal <https://www.mstcecommerce.com/>. The sale and purchase are directly made by the Seller and Buyer/s (Bidder/s).

Adani Power (Mundra) Ltd. will sell Various Scrap available at Mundra through Online Auction subject to terms and conditions annexed hereto and as per schedule of programme given below.

Auction ID**To be given by MSTC****Inspection of Auction Property**

Inspection till 1st Jul 2019. Time: 09.30 A.M to 5.00 P.M.

Venue of Inspection

Adani Power (Mundra) Ltd. 4620 MW Thermal Power Plant, Adani Power SEZ,Village Tunda & Siracha, Taluka : Mundra, Dist. Kutch, Gujarat 370435

Pre Bid EMD Details of Rs. 1 lac for all lots

MSTC on behalf of APMUL

Last Date to receive EMD

Till 1st Jul 2019 on or before by 4.30 pm

On-Line Auction Date

2nd Jul 2019 Timings 02.00 PM to 06:00 PM

**Contact Details for
Inspection/Billing/Taxation and Duty
and other site related queries**

Mr. Abhishek Mehrotra Apmul- Mundra
90990 75088

Mr. Marut Saha, DM (Vadodara)

Contact Details of MSTC Representative 8420178283

marutsaha@mstcindia.co.in

SPECIAL CONDITIONS

Note: Your offer should be for basic price only and Custom duty and taxes will be extra as applicable as per SEZ norms at the time of removal of goods/filing BOE.

1. The quantities mentioned above are approximate quantities Actual quantities may vary from the ones listed above.
2. The bidder(s) need to satisfy themselves with respect to the quantities available at the site during the inspection. Any complaints regarding the quantities will not be entertained later.
3. GST as applicable is 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 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.
5. Rates mentioned in Annexures are tentative. As the items are lying in SEZ, actual duties and taxes as applicable would be revealed only at time of removal of goods after custom clearances if any and the same has to be borne by the Buyer.
6. Visit Confirmation: Customer need to provide the attached declaration for Visit & Inspection of available material at site before participation in forward e-auction.
7. Qty Tolerance : Applicable for @ $\pm 20\%$ for (Porcelain Insulators only)
8. Payment Terms shall be: 100% payment along with applicable Taxes and Duties shall be paid by Purchaser as an advance before lifting of Surplus items.
9. All taxes & duties like custom duties, clearance, IGST are in Purchasers Tax collection at source (TCS) shall be collected extra as per applicable law.
10. Security Deposit for Sale Order : Lot-wise H1 bidder/s shall have to submit 10% of H1 Bid Value (as applicable Lot-wise) to MSTC within 7 days from the date of bid approval issued from APMuL, if APMuL accept to consider the e-auction result for further The Prebid EMD of the H1 Bidder will be adjusted with 10% Security Deposit.
11. However, APMuL reserves all rights to place the order or reject the auction result, after receipt of such Security Deposit.
12. In the event of order, The Security deposit shall be adjusted against the final Invoice upon successful completion of the Sale Order and in the event of rejection of e-auction result, the Pre-bid shall be returned directly to bidder/s by MSTC.

I. DEFINITIONS

1. SELLER: -Seller referred in this catalog, is Adani Power (Mundra) Ltd.
2. SERVICE PROVIDER: MSTC. Ltd (hereinafter referred to as MSTC) is an e-commerce service provider appointed by the Seller to facilitate virtual auction by the Seller. MSTC will only facilitate online auction and is considered as third party not particularly interested in the item/s being sold on behalf of Seller.
3. BIDDER Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite EMD and registered at MSTC and who makes or places a bid for and purchases the auction property either in part or in full is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacities separately e. for each representation he should pay separate Earnest Money Deposit. Successful Bidder is that Bidder in whose name confirmation of sale is issued by the Seller.
4. TIMING OF ONLINE BID Time wherever mentioned in any document relating to the bidding event including the auction catalog refers to Indian Standard Time (IST) i.e. UTC + 05.30 hrs. All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction It shall be the endeavour of MSTC to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. UTC + 05.30 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (Start, operation, closure) would be guided by the Server Time. Bidders are advised to refresh the page by

clicking on the link provided at the top right side of the Auction room to check the exact Server Time that is displayed there.

II. GENERAL TERMS & CONDITIONS

1. Subject to the reserve price, if any, fixed by the SELLER and subject to the terms and conditions set out herein, sale shall be made to the HIGHEST BIDDER on AS IS WHERE IS BASIS and NO COMPLAINT BASIS. The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction property offered for sale.
2. SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the auction concludes. Announcements during the auction on the website including announcement of any additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the Seller, and it is binding on the bidder. Bidders are advised in their own interest not to leave auction room till the entire auction is closed.
3. Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the Auction Property and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction. Seller/MSTC will not entertain any complaints or objections once Bid is placed. Final decision regarding auction shall rest with the Seller.
4. /MSTC does not give warranty or guarantee of the quality, quantity, measurement, condition Chemical composition of each individual item/s or lot/s that form the auction property and about its End Use or fitness for a particular purpose.
5. The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept/ reject/ cancel any bid, withdraw any portion of the Auction Property at any stage from Auction even after acceptance of bid/ issue of delivery order or release order/ deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, SELLER, shall refund the value of Auction Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.
6. EMD amount will not carry interest.
7. In the event of failure on the part of the successful bidder to fulfill his contractual obligations, Seller / MSTC reserves the right to debar such bidder from participating in any future auction conducted by MSTC on behalf of Seller.
8. GST introduced by Government of India:

III. CONDITIONS APPLICABLE TO ONLINE AUCTION METHOD OF BIDDING

1. Validity: The Online auction bidders and Tender bidders must keep their bids valid for a period of 45 calendar days from the date of closing of e-Auction excluding the date of In case the 45th day falls on a holiday or remains closed for the Seller, such Bids will be deemed to be automatically extended to be valid up to the next working day of Seller.
2. Time Extension: If any market-leading bid (bid higher than the highest at the point in time) is received within the last 8 minutes (Time Extension as mentioned in the Bidding Room will be in force & 8 Minutes is an example) of closing time, the time will be extended automatically by 8 minutes.
3. Training: MSTC will provide training (online) if required by the bidders at a mutually convenient date and time before the Multiple Log in from same IP Address Bidders participating in the auctions may please note that multiple login from the same IP Address will not be permitted.
4. Bids: All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder.
5. For deciding the successful bidder, only the highest bid placed in the Closed Bid event or the Online Auction will be considered.
6. E-auction will be guided by Buyer specific Terms and Conditions as available in Buyers homepage after login.

IV. CONTRACT VALIDITY

1. The contract is valid on immediately from the date of approval.

V. PAYMENT

1. **Pre-Bid EMD has to be paid to MSTC using "Pay Pre-Bid EMD" Link and MSTC Service Charge has to be paid to MSTC Vadodara using "e-Payment" Link in Buyer Login vide NEFT / RTGS only. Any payment made other than mode mentioned above shall be refunded to the Buyer & they shall be have to resubmit payment as mentioned above. LPC applicable due to wrong payment mode shall be responsibility of the Buyer.**
2. **All payments shall be made in the form of Online payment to MSTC and Adani Power (Mundra) Limited. Details of bank account of Adani Power (Mundra) Limited is given below:**

**Bank Name: STATE BANK OF INDIA
Branch :NAVRANGPURA AHMEDABAD
A/c No : 37537676214
IFS Code :SBIN0004152**

3. **The bidders shall submit Security Deposit through NEFT/RTGS within 7 days of acceptance of STA bid by Seller for SOLD lot. A Sale Order will be issued after Security Deposit payment within the stipulated time. Upon issue of the sale order the Security Deposit will be converted into portion of final payment. In case of non fulfilment of the contractual obligation, the security deposit will be liable to be forfeited by Seller/MSTC.**
4. **In case Security deposit has not been submitted within 7 days, the buyer has the option to submit full payment for the sold lots within 17 days (i.e. 7 days for EMD and 10 days for balance payment) counted as mentioned from the close of E-Auction or STA approval date. In case only EMD payment is received after 7 days but before 17 days, Sale Order shall not be issued and the amount shall be withheld with MSTC till 17 days pending receipt of balance payment.**
5. **Pre-Bid EMD amount shall be converted automatically to SD after issuance of AL/Sale Order in case it is greater than or equal to the SD amount. In case no balance SD is received within 7 days AL would not be issued. Payment can be received within 17 days counted as above, failing which MSTC shall not accept the payment with or without penalty and such amount received after 17 days shall be refunded to the buyer. The buyers Login shall remain deactivated for minimum period of 6 months and reactivation procedure shall be as per GTC/BSTC . In case of lots with Pre Bid EMD, the Pre Bid EMD shall be forwarded to the seller for forfeiture and the buyers login shall remain deactivated till confirmation of forfeiture by the Seller.**
6. **LATE PAYMENT PENALTY (ONLY FOR LOTS WHERE SALE ORDER HAS BEEN ISSUED): If the payment is not made within the free payment period mentioned in the Acceptance Letter/Sale Order, the payment may be accepted upto a period of 2 (two) weeks from the due date of payment, on payment of late payment penalty @ 1% (plus GST@18%) per week on the total sale value. Acceptance of payment beyond the late payment period of two weeks shall be at the sole discretion of Seller.**
7. **Unless otherwise specified elsewhere in this catalogue, Bids placed/Rates offered are for the basic price only and are exclusive of all applicable taxes like GST, IT, TCS etc. Taxes will be in addition to the basic price and will be added at rates applicable at the time of delivery.**
8. **In the event of default or delay in making the payment beyond the late payment period or not complying with any of the terms mentioned herein by the Successful Bidder, the contract will stand terminated automatically and the security deposit will stand forfeited by APMUL.**
9. **Penalty: If the material is not lifted within the stipulated completion period, penalty @ 2% per week shall be imposed on Purchaser for the unlifted quantity of the Sale Order. This penalty shall be imposed for a delay period of 3 weeks only, thereafter the entire security deposit pertaining to unlifted item/lot amount stands forfeited by APMuL.**

VI. DELIVERY

1. **On receipt of full Sale Value along with applicable Taxes/TCS & other charges by the Seller, the Seller will issue final Sale/ Delivery / Release Order to the Buyer thereby enabling him to lift the materials within the period as may be prescribed by Seller from time to time.**
2. **Lifting of materials will be allowed only as per Sellers instructions. Successful bidders are advised to contact the concerned officials of Seller for exact timings in order to ensure that the material clearance is as per their instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, Seller will reserve its rights to impose penalties/forfeiture of SD/EMD. Weight recorded at the Sellers premises shall prevail.**
3. **In case the Seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the Seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.**
4. **If the goods sold or portion thereof remain un-cleared in the premises of the Seller beyond the stipulated period, the sales proceeds of the un-lifted assets shall be forfeited and the un-lifted portion of the assets may be removed at the risk and cost of the Buyer and the Buyer will have no claim**

- whatsoever on the goods remaining uncleared and the amount paid to Seller will stand Seller shall have right to dispose of such goods in any manner they like. The Buyer shall have no right whatsoever for any compensation on this account.
5. While taking delivery of the material, it will be at the discretion of the Seller or its authorized representative to direct the manner / order in which the materials or lots shall be No segregation of the items of any lot is allowed inside the Sellers premises.
 6. Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the Seller. No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the premises. Only safe oxy-acetylene gas cutting equipment will be allowed with permission of The decision of the Seller or his authorized representative shall be final in this regard.
 7. The Buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses. The Buyer will make his own arrangement for dismantling, removal, lifting, loading and transporting of the material from the Sellers premises and he will not claim any sort of assistance or charges whatsoever from the seller.
 8. It will be successful purchasers responsibility to weigh the empty truck at the weighbridge and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.
 9. Should the original purchaser wish to take delivery of the surplus material through a representative, he must authorize the latter by a letter of authority or continuing authority, which shall be presented to the Seller. The Seller may in his entire discretion decline to act on any such authority and it shall be for the purchaser to satisfy the Seller that the authority is genuine. Delivery to such authorized person will constitute valid delivery and no claim shall lie against the Seller on any account thereafter.
 10. Once the goods / materials are taken out of the factory gate, purchaser will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.
 11. Resale will not be recognized. The purchaser shall not be entitled to resell any lot or part of a lot while goods are still lying within the premises of the Seller and no delivery would be effected by the Seller to any person other than the Purchaser whose names are mentioned in the sale order/Delivery Order.
 12. Purchaser and his men are subject to the security rule of the Seller in force while in the Sellers premises. The purchaser/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the Sellers premises and the purchaser shall be liable for the good conduct, safety & discipline of his In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of SD/EMD.
 13. While taking delivery of the material, the Purchasers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the lot or lots purchased by The SELLER may at its option arrange to make good such damages and the purchaser shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or may stop delivery of the material till payment is made.
 14. SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the Buyer or his representative / labour , and the Buyer will make proper arrangements for any claim arising out of the employment under any statute. It is the responsibility of the Buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials.
 15. If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Sellers premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Sellers employees or to others or to the Sellers property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.
 16. The Buyer shall be responsible to secure compliances with all Central and State laws as well as the rules, regulations, bye-laws/notifications and orders of the local authorities and statutory bodies as may be in force from time to time. Buyers must comply with all statutory obligations like Labor License, Workman Compensation policy, ESIC, PF etc., whichever is applicable.

VII. SALE OF HAZARDOUS WASTE ITEMS

1. The sale of Hazardous Waste items, namely Waste Oil and specified categories of Non-Ferrous Metal Waste will be governed by Hazardous Wastes (Management & Handling) Rules, 1989 and its Amendments and the sale of Batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its Amendments. For such items, only those Parties shall be eligible to bid who have Valid Registration Certificates from the State as well as Central Pollution Control Board (PCB) on the Starting Date of e-Auction. If the Bidder had the said State PCB and /or CPCB Certificate (s) which expired within 30 (thirty) days before the date of starting of e-Auction, he should submit a copy of the expired Certificate (s) and a copy of his Application for extension with a proof of submission of the Application at least one working day before the starting date of e-Auction (within 3 PM).
2. In case of Sale of Waste Oil & specified Non-Ferrous Metal Waste involving transport of such material to the Buyer's Plant / Processing Unit located in a State other than from where such items are being sold, the Buyer must obtain and submit 'No Objection Certificate' from the State PCB where the Buyer's Plant / Processing Unit is located, to the Principal before taking delivery, failing which the sale will be treated as cancelled and further action will be taken by MSTC / Principal as may be deemed fit by MSTC / Principal.
3. In case of Items other than Waste Oil, specified Categories of Non-Ferrous Metal Wastes and Batteries, which fall under the category of HAZARDOUS WASTE, the sale will be governed by the Hazardous Waste (M&H) Rules, 1989 and its Amendments.

VIII. DISPUTES / ARBITRATION

1. In case of any dispute arising out of or relating to the terms of the sale order the matter shall be referred to one arbitrator appointed by Seller. The arbitrator shall act in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Ahmedabad.
2. Disputes between Seller & bidder if any shall be within the jurisdiction of Ahmedabad courts only.
3. In the event of any dispute with regard to not taking possession / non-availability of inspected Auction Property and forfeiture of 'SD/EMD', MSTC will not be held responsible for the loss / forfeiture.