ONLINE FORWARD AUCTION FOR "Re-auction of 09 Lots of Burnt/Defective/Scrap Transformers/Materials/Oil/Battery/Barrel lying at different locations of West Bengal State Electricity Transmission Company Limited (WBSETCL) through e-Auction.

Auction Date & Time	:	**27/03/2025 02:00 PM**
Inspection Date	:	**12/03/2025 to 26/03/2025 8:00 a.m. to 12:00 Noon and 2:00 p.m. to 4:30 p.m. (Except Sunday)**
Pre-Bid Security Submission Date	:	**Till 26/03/2025 (Recommended)** **As mentioned in material list in favor of "Mjunction Services Ltd."**
Contact Information WBSETCL:		**Mr. Santanu Das (S.E(E),Procurement)** **6295304587 email id:** prebidqueries@gmail.com ; ceprocurement.scrap@gmail.com; ceprocurement.tcl@gmail.com;
Contact Person from Mjunction :		**Mr. Subrata Bhattacharyya 08584008277** subrata.b@mjunction.in Mr. Gourab Chatterjee Chatterjee.Gourab@mjunction.in 9147179424
Auction Engine	:	**www.valuejunction.in**

Bid Basis: Bid has to be placed in INR and as mentioned in material list (INR per UOM)

Pre-Bid Security VALUE	**:Refer Material Details & Pre-Bid Security**
SD VALUE	**: 25% of Material Value.**
Auction Logic	**: Online Forward Auction (English NoTies).**

WBSETCL Contact details for Inspection			
Lot No	**Location Details**		**Contact No for Inspection**
1	Raiganj Area Office	Balurghat 132 KV SS Store / Raiganj Area Office	9434910058
2	Dalkhola 220 KV SS Store	Dalkhola 220 KV SS Store / Raiganj Area Office	9434910058
3	Raiganj 132 KV SS Store	Raiganj 132 KV SS Store / Raiganj Area Office	9434910058
4	Gokarna 220 KV SS Store	Gokarna 220 KV SS Store / Gokarna 400 KV Area Office	9434910138
5	Hizli 132 KV SS Store	Hizli 132 KV SS Store / Kharagpur Area Office	9434910052
6	Falta 132 KV SS Store	Falta 132 KV SS Store / Behala Area Office	9434910034
7	Jeerat 400 KV Sub-Station	Jeerat 400 KV Sub-Station under Jeerat Area Office	9434910051
8	Dharampur 220 KV Sub-Station Store	Dharampur 220 KV Sub-Station Store under Jeerat Area Office	9434910051
9	New Haldia 220 KV Sub-Station	New Haldia 220 KV Sub-Station Store under Haldia Area Office	9434910061

If any other help required from WBSETCL w.r.t inspection, please get in touch with the respective phone. no. provided in individual material List as provided by us.

Auction Timing			
Slot No	Lot No	Auction Date	Auction Slot
1	Lot-01 to 09	27.03.2025	2:00 PM to 3:00 PM

Lot no.	Material description	HSN Code	Unit	Qty	Name of Substation	Pre Bid EMD (Rs)	Lifting period
1	Scrap Transformer Without Transformer Oil (refer Annexure 1 for complete material list)	85043400	Lot	1	Balurghat 132 KV SS Store / Raiganj Area Office	2240000	30 working days from the date of issuance of Delivery Advice by WBSETCl
2	Scrap Transformer Without Transformer Oil (refer Annexure 1 for complete material list)	85043400	Lot	1	Dalkhola 220 KV SS Store / Raiganj Area Office	1660000	30 working days from the date of issuance of Delivery Advice by WBSETCl
3	Scrap Transformer Without Transformer Oil (refer Annexure 1 for complete material list)	85043400	Lot	1	Raiganj 132 KV SS Store / Raiganj Area Office	620000	30 working days from the date of issuance of Delivery Advice by WBSETCl
4	Scrap Transformer Without Transformer Oil (refer Annexure 1 for complete material list)	85043400	Lot	1	Gokarna 220 KV SS Store / Gokarna 400 KV Area Office	480000	30 working days from the date of issuance of Delivery Advice by WBSETCl
5	Scrap Transformer Without Transformer Oil (refer Annexure 1 for complete material list)	85043400	Lot	1	Hizli 132 KV SS Store / Kharagpur Area Office	1230000	30 working days from the date of issuance of Delivery Advice by WBSETCl
6	Scrap Transformer Without Transformer Oil (refer Annexure 1 for complete material list)	85043400	Lot	1	Falta 132 KV SS Store / Behala Area Office	1840000	30 working days from the date of issuance of Delivery Advice by WBSETCl
7	Scrap Transformer Without Transformer Oil (refer Annexure 1 for complete material list)	85043400	Lot	1	Jeerat 400 KV Sub-Station under Jeerat Area Office	30000	30 working days from the date of issuance of Delivery Advice by WBSETCl
8	Scrap Empty Barrels (refer Annexure 1 for complete material list)	730900	Lot	1	Dharampur 220 KV Sub-Station Store under Jeerat Area Office	20000	30 working days from the date of issuance of Delivery Advice by WBSETCl
9	Scrap Empty Barrels (refer Annexure 1 for complete material list)	730900	Lot	1	New Haldia 220 KV Sub-Station Store under Haldia Area Office	5000	30 working days from the date of issuance of Delivery Advice by WBSETCl

For Hazardous Lot, Lot no 8,9.
Relevant PCB certificates needs to send to Mr. Subrata Bhattacharya(Subrata.b@mjunction.in)
By bidders at least 1 day prior to auction.
NOTE: All Transformer oil will be sold without barrel.

Sale of Hazardous Materials

Only who have valid authorization from Pollution Control Board are authorized to participate in the auction. Also, the following documents are mandatory as per Hazardous and other Wastes (Management and transboundary Movement) Rules 2016. Only those bidders can participate who can provide the following documents for Hazardous items.

1. Valid Consent to operate issued by competent authority
2. Valid authorization issued by competent authority
3. Valid passbook issued by competent authority

All the relevant CPCB/SPCB certificates need to be shared mandatorily by 26-03-2025 and LOI for the lots must be submitted by the interested customers to mjunction by 26-03-2025. Bidders may not be allowed to participate in th auction if the above documents can't be produced by them with the scheduled date as mentioned above.

CBCB/SPCB certificate and LOI need to share in below mentioned email id :-
subrata.b@mjunction.in

Materials sold would be under "as is where is" basis.

Annexture 1.

LOT 1

SL. NO.	Material Description	Base Unit of Measure	Quantity	Area Office	Store Location	Contact No.
1	S-POWER TRANSFORMER 12.5MVA 132/33KV 3PH	Nos.	2	Raiganj Area Office	Balurghat 132 KV SS Store	9434910058
2	S-POWER TRANSFORMER 12.5MVA 132/33KV 3PH	Nos.	1	Raiganj Area Office	Balurghat 132 KV SS Store	9434910058
3	S-POWER TRANSFORMER 12.5MVA 132/33KV 3PH	Nos.	1	Raiganj Area Office	Balurghat 132 KV SS Store	9434910058
4	S-POWER TRANSFORMER 12.5MVA 132/33KV 3PH	Nos.	1	Raiganj Area Office	Balurghat 132 KV SS Store	9434910058

LOT 2

SL. NO.	Material Description	Base Unit of Measure	Quantity	Area Office	Store Location	Contact No.
1	S-POWER TRANSFORMER 3MVA 33/11KV 3PH	Nos.	1	Raiganj Area Office	Dalkhola 220 KV SS Store	9434910058
2	S-POWER TRANSFORMER 20MVA 132/33KV 3PH	Nos.	1	Raiganj Area Office	Dalkhola 220 KV SS Store	9434910058
3	S-POWER TRANSFORMER 20MVA 132/33KV 3PH	Nos.	1	Raiganj Area Office	Dalkhola 220 KV SS Store	9434910058
4	S-132KV 12.5 MVAR SHUNT REACTOR 3PH	Nos.	1	Raiganj Area Office	Dalkhola 220 KV SS Store	9434910058

LOT 3

SL. NO.	Material Description	Base Unit of Measure	Quantity	Area Office	Store Location	Contact No.
1	S-STATION TRANSFORMER 100KVA 11/.4KV 3PH	Nos.	1	Raiganj Area Office	Raiganj 132 KV SS Store	9434910058
2	S-ERTH CUM STN TXFMR 287A 100KVA 33/.4KV	Nos.	1	Raiganj Area Office	Raiganj 132 KV SS Store	9434910058
3	S-POWER TRANSFORMER 3MVA 33/11KV 3PH	Nos.	1	Raiganj Area Office	Raiganj 132 KV SS Store	9434910058
4	S-POWER TRANSFORMER 3.15MVA 33/11KV 3PH	Nos.	1	Raiganj Area Office	Raiganj 132 KV SS Store	9434910058
5	S-POWER TRANSFORMER 12.5MVA 132/33KV 3PH	Nos.	1	Raiganj Area Office	Raiganj 132 KV SS Store	9434910058

LOT 4

SL. NO.	Material Description	Base Unit of Measure	Quantity	Area Office	Store Location	Contact No.
1	S-STATION TRANSFORMER 315KVA 33/.4KV 3PH	Nos.	1	Gokarna 400 KV Area Office	Gokarna 220 KV SS Store	9434910138
2	S-OTHER STATION TRANSFORMER	Nos.	2	Gokarna 400 KV Area Office	Gokarna 220 KV SS Store	9434910138
3	S-POWER TRANSFORMER 10MVA 132/66KV 3PH	Nos.	1	Gokarna 400 KV Area Office	Gokarna 220 KV SS Store	9434910138
4	S-33 KV OTHER SERIES REACTOR	Nos.	6	Gokarna 400 KV Area Office	Gokarna 220 KV SS Store	9434910138

LOT 5

SL. NO.	Material Description	Base Unit of Measure	Quantity	Area Office	Store Location	Contact No.
1	S-STATION TRANSFORMER 100KVA 11/.4KV 3PH	Nos.	2	Kharagpur Area Office	Hizli 132 KV SS Store	9434910052
2	S-STATION TRANSFORMER 100KVA 25/24KV 1PH	Nos.	2	Kharagpur Area Office	Hizli 132 KV SS Store	9434910052
3	S-OTHER STATION TRANSFORMER	Nos.	1	Kharagpur Area Office	Hizli 132 KV SS Store	9434910052
4	S-POWER TRANSFORMER 1MVA 33/11KV 3PH	Nos.	3	Kharagpur Area Office	Hizli 132 KV SS Store	9434910052
5	S-POWER TRANSFORMER 1.5MVA 33/11KV 3PH	Nos.	1	Kharagpur Area Office	Hizli 132 KV SS Store	9434910052
6	S-POWER TRANSFORMER 10MVA 132/25KV 1PH	Nos.	2	Kharagpur Area Office	Hizli 132 KV SS Store	9434910052

LOT 6

SL. NO.	Material Description	Base Unit of Measure	Quantity	Area Office	Store Location	Contact No.
1	S-POWER TRANSFORMER 20MVA 132/33KV 3PH	Nos.	1	Behala Area Office	Falta 132 KV SS Store	9434910034
2	S-POWER TRANSFORMER 31.5MVA 132/33KV 3PH	Nos.	1	Behala Area Office	Falta 132 KV SS Store	9434910034

LOT 7

SL. NO.	Material Description	Base Unit of Measure	Quantity	Area Office	Store Location	Contact No.
1	315 KVA TRANSFORMER, YOM 1999	NOS	1.000	Jeerat Area Office	Jeerat 400 KV Sub-Station	9434910051
2	100 KVA TRANSFORMER, YOM 1981	NOS	1	Jeerat Area Office	Jeerat 400 KV Sub-Station	9434910051

LOT 8

SL. NO.	Material Description	Base Unit of Measure	Quantity	Area Office	Store Location	Contact No.
1	S-EMPTY OIL BARREL	NOS	300	Jeerat Area Office	Dharampur 220 KV Sub-Station	9434910051

LOT 9

SL. NO.	Material Description	Base Unit of Measure	Quantity	Area Office	Store Location	Contact No.
1	S-OIL STORAGE TANK WITH ACCS	NOS	1	Haldia Area Office	New Haldia 220 KV Sub-Station Store	9434910061
2	S-EMPTY OIL BARREL	NOS	50	Haldia Area Office	New Haldia 220 KV Sub-Station Store	9434910061

Valuejunction, a business unit of mjunction services limited is pleased to be selected by WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED for conduct *of* online auctions for disposal of their Surplus & Obsolete assets. All these assets given below will be sold on "As is where is *basis*" and *on* "No Complaint basis". All our valued customers are requested to peruse the participation terms, payment terms , lifting terms and other terms and conditions given below before participating. It is assumed that all our customers are aware about the terms and conditions as *set out in these presents* before placing a bid in the auction. We thank you in advance for your kind cooperation and participation.

Registration: All our new customers are requested to register themselves in the website www.valuejunction.in/www.metaljunction.com or get in touch with **Mr. Kulkant Shukla (08336925959) & Mr. Subrata Bhattacharyya – 8584008277**

Participation Terms:

1) **Submission of Letter of interest, duly filled, signed and stamped with company seal. (For letter of interest – Please see Annexure 2).**

2) **Submission of Pre- Bid Security and EMD in favor of "mjunction services Ltd." Details mentioned below (Material Details & Pre-Bid Security).**

For RTGS, details as mentioned below:

Pre-Bid Security and EMD DEPOSIT DETAILS as mentioned below:

Pre-Bid Security and EMD is in the name of MJ, you must always deposit the Pre-Bid Security and EMD in your unique **VIRTUAL ACCOUNT** only. Unique Virtual account is available in your "Profile" (**FROM 1ST JULY ONWARDS)**.

You can self-attach yourself to auction only when your EMD money is credited to your unique **Virtual account (VIRTUAL ACCOUNT WILL BE PROVIDE YOU FROM 1ST JULY ONWARDS)**. So it is suggested to always deposit your EMD money much in advance to avoid unanticipated problems beyond control.

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

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

Using the user id and password.

PLEASE NOTE THE FOLLOWING POINT BEFORE SELF ATTACHED WITH AUCION

All self-attachment to auction will STOP 30mins before start of an auction Self-Attachment after scheduled attachment time is not possible
Be careful to select the correct Catalogue/Lot/Group during self-attachment.
You **cannot detach** yourself once you have attached yourself to a particular auction until that auction is over.

For any assistance please contact:

Sl No	FSD Name	Indicative Territory	Contact Details	Email ID
1	Akash Chakraborty	West Bengal, Assam & other Northeast Region	7605090372	chakraborty.akash1@mjunction.in
2	Suvanil Mukherjee	Bihar & Jharkhand	9147018225	mukherjee.suvanil@mjunction.in
3	Satish Kumar	Odisha	9147074862	satish.kumar1@mjunction.in
4	Mitesh Giradkar	Chhattisgarh & Madhya Pradesh	7596040406	mitesh.giradkar@mjunction.in
5	Prabhat Singh	Delhi, Uttarakhand	7596059533	prabhat.singh@mjunction.in
6	Saurabh Awasthi	Uttar Pradesh	9147705370	awasthi.saurabh@mjunction.in
7	Shivendra Singh	Punjab, Haryana & Rajasthan	9147416393	singh.shivendra@mjunction.in
8	Khizer Fakih	Maharashtra & Goa	9147178852	fakih.khizer@mjunction.in
9	Kartikey Varde	Gujarat	6291653649	varde.kartikey@mjunction.in
10	Srinivas R	Karnataka, Tamil Nadu, Kerala, Andhra Pradesh & Telangana,	8777487843	srinivas.r@mjunction.in
11	Kulkant Shukla	FSD Team Coordinator (All Region)	----------	kulkant.shukla1@mjunction.in

Write to enquiry@mjunction.in

You may also refer to the Online EMD Management Bidder Manual (audio/visual) available in www.metaljunction.com> Click on Login>Auction Login>Required Auction Training? Click Here>Online EMD

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

Important:

Bidder should send the details of the payment done to mjunction services limited – Kolkata stating the UTR No., Bank and Branch name, Date, Amount, the payment made for and the lot details want to participate in company letterhead duly signed and e-mail to: subrata.b@mjunction.in,

It is the responsibility of the bidder to submit the PRE-BID DEPOSIT on time and correctly.

If any payment receipt is delayed to Mj account, it is understood that MJ would not allow the customer to participate in the auction.

This Pre Bid Deposit to Non-H1 will be refunded on the basis of written requests from the Customers.

Pre- Bid EMD: Pre bid EMD amount to be transferred to mjunction in order to participate in the event**.** The EMD will be retained by mjunction and shall be refunded after successful completion of the event for **Non H1 Buyers**. The pre bid EMD amount for **H1 Buyer** will be refunded to the H1 buyers post payments and lifting as per the terms and conditions mentioned herein on basis of written requests from the Customer. ***No interest shall accrue on the Security Deposit***.

EMD & Security Deposit: On acceptance of the H1 bid by the Client in case of the H1 Customer(s) **25% of the Material Value** needs to be deposited as **Earnest Money Deposit (EMD) within 7 Calendar days of Confirmation of BID.** `Security Deposit and shall be refunded by **WBSETCL**, to the Customer after successful completion of payments and lifting as per the terms and conditions mentioned herein on basis of written requests from the Customer. ***No interest shall accrue on the Security Deposit.***

Payment Terms: **Payment to be made to mjunction services limited.**

EMD will be released on receiving SD i.e. 25% of material value. Full payment has to be done in single installments as under:

Security Deposit	**25% of the Material Value**	**Within 7 days**
Deposition of final Payment	**Balance 80% of Total Value inclusive of taxes and duties (75% + 5% Security Deposit).**	**Within 21 days**

GST APPLICABLE IS 18%

Security Payment and Final payment should be made separately by the bidders in the below bank account.

Beneficiary Name	MJUNCTION SERVICES LIMITED
Bank Name	HDFC BANK LTD
Account No	00140310003178
IFSC Code	HDFC0000014
Branch Name	CENTRAL PLAZA, KOLKATA

Forfeiture & Blacklisting: Any defaulting from the terms mentioned above on part of the Customer in the case of payments or lifting will result in forfeiture of the full Security Deposit. Bidder will be blacklisted from participating in upcoming auction of WBSETCL for minimum 6 months.

Applicable Taxes & Duties: The bids are to be placed exclusive of taxes and duties ***the winning Customer shall be liable to pay all taxes as would be applicable on the date of dispatch of the material and "*** **WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED** ***" would not be liable for taxes in any manner, whatsoever.***

Applicable taxes and duties are indicated in the material list. In case of any changes in the taxation laws by the Government, the taxes and duties prevailing on date of dispatch will be applicable.

NOTE:

a) Bidders who are willing to submit 25% of material value but are unable to do the same within stipulated period of 7 days, may be granted extension upto next 14 days subject to deduction of penalty @1% per week/part thereof provided a request for extension is placed within 7 days after auction date.

b) Bidder who refuse to submit EMD (25% of the material value) after eauction within 14 days the Pre bid EMD amount will be forfeited.

c) Bidders who have submitted EMD (25% of the material value) but have delay in submitting remaining material value (75% of the material value) & security deposit (5% of material value) , penalty @1% of the material value per week or part thereof will be charged .

d) Bidders refusing to submit remaining material value (75% of material value) & Security deposit (5% of the material value) after 14 days from the date of acceptance letter , their EMD (25% of the material value) should be forfeited.

e) Ground rent of 1% per week or part thereof upto 5 weeks (i.e 5%) maximum will be levied if the buyer fails to lift the materials within the last date of lifting as per the Delivery Advice and the same will be adjusted from security deposit.

f) No post auction negotiation will be conducted with the bidders.

g) After receipt of total payment the delivery advice will be issued to the bidders for lifting of the scrap materials.

h) The delivery Advice for lifting of the scrap materials will be issued by WBSETCL .

i) After lifting of the scrap materials, the bidder will have to submit the delivery challan & copy of completion report issued by the area office and necessary bills in triplicate along with bank details for remittance of aforesaid amount of security deposit.

Mjunction at its sole discretion may take recourse to any of the following options for sale of the unsold Lot :- i) The Unsold Lot may be put up for re-e-auction at the sole discretion of Mjunction/ WBSETCL

j) Mjunction may take any other action as may be deemed fit by the PRINCIPAL.\

k) Date of lifting of materials may be extended upto a maximum of 5 weeks subject to imposition of ground rent @1% per week or part thereof i.e maximum ground rent can be imposed @5% instead of existing 2% which is to be realised from security deposit.

l) After receipt of final payment from the customers the amount is to be remitted the designated accounts WBSETCL at the earliest.

Lifting Terms:

The buyer shall lift the materials within 30 working days from the date of issuance of Delivery Advice by WBSETCL.

THE MATERIALS WILL BE DELIVERED TO THE SUCCESSFUL BUYER AGAINST PRODUCTION OF THE FOLLOWING :-

(I) Copy of Delivery Order in original issued to the buyer by Mjunction.

(II) Copy of Delivery Advice in original will be issued to the buyer by WBSETCL.

DELIVERY OF THE MATERIALS:

In case the last day of delivery happens to be a Closed Holiday for WBSETCL, the next working day will be taken as the date of lifting without any Ground Rent. Buyers must produce the delivery order issued by Mjunction to WBSETCL at the time of taking delivery of the materials.

Purchasers are advised in their own interest to make appointment with the owner before placement of vehicles for taking delivery of the materials purchased by them within the scheduled date of delivery. The purchaser at his own cost will make his own arrangement for removal, dismantling, loading, transporting and he will not be entitled to claim any facility or assistance or cost on this account from WBSETCL / Mjunction.

Short Delivery of Material: In the event of if the sufficient quantity of materials is not available for delivery, the short delivered quantity will be delivered from other units/locations of WBSETCL as and when it will be available.

No claim shall be entertained by WBSETCL for loss of profit, damage or interest.

The segregation of material is not allowed.

Weighment of empty and loaded trucks shall be done at WBSETCL weigh-bridge for each and every trip and weight in the weighment slip for empty and loaded truck will be final for particular truck and same will be binding on the buyer.

Once the material is lifted from the premises of WBSETCL it shall no longer be responsible for any misuse resulting from further sale and / or unauthorized use.

WBSETCL, as the Seller has the sole authority to accept or reject any offer without assigning any reason whatsoever

Materialmaybedismantledinsidetheplanthoweverdismantlingactivityshouldbedoneoutsidetheswitch yard.

Successful customers will be allowed to dismantle and cut the materials inside WBSETCL premises on approval of WBSETCL authority and if WBSETCL authority finds any requirement of such kind of activities.

However, the cost of such activities will have to be borne by the winning customer.

Bid Validity: The bids quoted in on line auction ***procedure of mjunction*** will be **valid for a period of 20 working days from** the date of closure of the Forward Auction.

Forfeiture: Any defaulting from the terms mentioned above on part of the Customer in the case of payments or lifting will result in forfeiture of the full Security Deposit.

Debar clause: Any defaulting from the terms mentioned above on part of the Customer in the case of payments or lifting or
backing out after being H1 in auction may lead to debarment from participation in future auctions for WBSETCL as per WBSETCL's
or mjunction's discretion.

CAVEAT EMPTOR:

The quantity, quality, measurement and condition of the materials indicated are all approximate. Participation and bidding by any one 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, 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.

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 WBSETCL / Mjunction and/or the Authorities after the bid is opened / accepted.

WBSETCL / Mjunction do not give any warrantee or guarantee for the quality, chemical composition of the lot or about the end use or fitness for a particular purpose. The break ups of the quantities given in the material list are only indicative and without any guarantee. No. complaint whatsoever about any shortage shall therefore be entertained.

INCOME TAX:

Income Tax will be charged as per new policy of Govt. of India. Purchase price means base price + sales tax. Exemption will be given to manufacturers and processors on production of exemption certificate from the concerned assessing officer of the income tax department.

Arbitration Clause: Dispute or differences arising out or relating to this Agreement shall be resolved ***through amicable mutual discussion.*** Failing such amicable resolution of dispute / differences either ***of the*** party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Managing Director of mjunction services limited (for issues relating to mjunction) or by "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED " (for issues pertaining to WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED). The award of the Arbitrator shall be final, binding and conclusive on the ***parties hereto.*** The venue for arbitration shall be Kolkata. The Arbitration proceedings will be governed and regulated by the provisions of Indian Arbitration and Conciliation Act, 1996 and the rules framed there under from time to time.

Governing Law: This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

Jurisdiction: The Court at Calcutta shall have exclusive jurisdiction ***on any of the terms touching upon any subject matter of this agreement***.

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

INTRODUCTION:

This Online Forward Auction is being conducted for

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED ***existing within the meaning of Companies Act, 1956*** having its registered office at BIDYUT UNNAYAN BHABAN, Block– LA, Plot No. 3/C, Sector– III, Salt Lake City, Kolkata– 700098 (here in after referred to as the **"Client''**)on the Auction Platform of

MJUNCTION SERVICES LTD, a company incorporated and registered in India and having its registered office at TATA CENTRE 1ST FLOOR, 43 J L Nehru Road, Kolkata 700 071 India (hereinafter referred as **"Service Provider"**).

The General Rules and Regulations provided herein govern the conduct of on line Forward Auctions arranged by **"Service Provider"** on its Auction Platform. These rules cover the **roles and *responsibilities*** of the Parties in the online Forward Auctions on the Auction Platform. **The acceptance, in-toto, to these General Rules and Regulations governing conduct of Online Auctions, and**

Terms and Conditions for sale of Materials *belonging to* WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED by Online Auction is a pre–requisite for securing participation of each Customer in the Online Auctions.

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

ROLE OF "SERVICE- PROVIDER"

1. "Service Provider' is the agency (operator) primarily providing the service of the Forward auction to the "Client".
2. Finalization of the auction items in consultation with the Client.
3. Defining of bidding rules for each auction in consultation with the client.
4. Enhancing customer awareness of and comfort with the auction mechanism and biddingrules.
5. Input of the Auction items and defining the bidding rule in the auctionengine.

6. Enlarging the customer base by introducing new customers.
7. Collection of Earnest Money Deposit (EMD), Letter of Interest etc. from the willingcustomers
8. Providing access to the approved customers to participate in the Auction.

1. Summarizing the Auction proceedings and communicate the outcome to the Client.

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

ROLE OF CUSTOMER

The role of the Customer is outlined below:

The Customer would participate in the auction with the aim of bidding to secure the auctioned item in the Online Auction.

The Customer would be provided access to the Online Auction through a "User ID" protected by a "Password". The Customer needs to ensure that the "User ID" and "Password" is not revealed to unauthorized persons. Customers are also requested to change the Password allocated to them by the "Service Provider" to keep their confidentiality. However it would be Customer's sole responsibility to ensure the security and privacy of the same and he/they would not hold the "Client" / "Service Provider" responsible in any manner whatsoever for any misuse of these user IDs and/or Password. The access to the auction mechanism shall be provided to all the approved Customers subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. The payment of Pre Bid Deposit as decided by the Service Provider before the start of the Online Auction will be one of the necessary conditions for participating in the auction.

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

In the event of winning an allotment in the auction mechanism, the Customer shall commit to fulfill outlined obligations under the contract between Winning Customer and Client.

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

BIDDING RULES

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

Definition of the unit bidding.

Start Time and duration of the auction.

Any extension of the duration of the auction in the event of bids being received towards the end of the pre- specified duration. Start Bid Price.

Specified Unit for Bidding.

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

While it shall be the endeavor of "Service Provider" to specify these rules at the earliest for each Online Auction. The "Service Provider" only in the case of unforeseen contingency beyond its control shall retain the right to delay the announcement of these biddings rules or modify rules specified earlier at the time of the online bidding in prior

written consent of the Client. These details would be available to the customers on the Auction Engine at the time of bidding.

The participation in the auction process presumes complete awareness and understanding of the bidding rules.

CONDUCT OF THE AUCTION:

Only those Customers who have been approved by the "Client" and handed over stamped and manually signed "General Rules and

Regulations governing conduct of Online Auction along with Letter of Interest, required EMD amount and other necessary documents to the "Service Provider" prior to the start of Online Auction will be given "Login ID" and "PASSWORD" to enable them view and participate in Online Auction. "**WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED "** will have the sole discretion to approve the Customers who have submitted bids and no requests will be entertained in this regard by
Service Provider from the Customers.

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

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

The number of confirmed Customers is deemed insufficient to conduct the Online Auction

Some of the confirmed Customers are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.

There are no bids, which are equal to or below Start Bid Price.

Any other reason, which in the opinion of "Service Provider" / "Client" requires such action to be initiated.

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

OR

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

OR

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

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

Cancellation/ premature termination of the Online Auction with/ without a subsequent rerun of the auction on a mutually decided date

Cancellation of a bid

Locking / deactivate a Customer's account (suspension of operations in the account), etc.

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

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

LIABILITY OF "SERVICE PROVIDER"

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

Any breach of contract between winning Customer and Client.

Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

While, reasonable care and diligence will be taken by "Service Provider" in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/ customers in accessing the Auction Engine and placing bids, etc. the customers shall specifically indemnify "Service Provider" from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are undertaken by "Service Provider" to assist the Customers in participation but the ultimate responsibility on all these counts lies totally with the customers.

RIGHT OF THE CLIENT:

The Client reserves the right to partially or totally accept or reject any / all bids placed in the Online Auction without assigning any reason whatsoever. The decision of the Client would be final and binding on the Service Provider and the Customer in any such case. In case the Online Auction is cancelled by Client, then Service Provider shall undertake the re- auction at its own cost, as directed by the Client.

CONFIDENTIALITY CLAUSE:

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

JURISDICTION

Any disputes relating to the online auction module shall be subject to the sole jurisdiction of Court of Law having jurisdictions over the Plant from where the Materials are being sold.

Signed in acceptance of the above

terms and conditions Name:

Signature

Designation of signatory **Date**

Place

Telephone / FAX no.

DEFINITION OF KEY TERMS

Auction

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

Online Auctions

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

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

Award at the Auction

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

Client

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

Customer

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

Auction Engine

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

Timings of the Online Bid

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

windows of the Auction Module check the exact Server Time (displayed in both the windows).

Preview Time

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

Start Time.

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

Duration of the Auction.

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

Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time)

Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other customers to view and react to the bid.

Auto Extension of the Auction Timings.

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

End of the Auction.

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

Auction Report.

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

Annexure -2

LETTER OF INTEREST

To

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
THROUGH: M/s Mjunction Services Ltd

Dear Sir,

We_____are interested in participating in the Online Forward Auction notified vide your notice under reference no._____dated_____.

We are hereby submitting EMDof Rs._____(Rupees_____only) vide RTGS/NEFT. No._____ dated_____drawn on_____(Bank) in favour of "_____" payable at_____for participating in the above mentioned Online Forward Auction.

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

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

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

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

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

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

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

(8) I/We also agree that WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED is not bound to accept the highest or any bid or to assign any reason for such non- acceptance.

(9) WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED shall not be responsible for any consequential, incidental, indirect, punitive, exemplary or special

damages of any nature whatsoever, including, without limitation, lost profits or losses or for any damages arising out of or in connection with any malfunctions, delays, loss of profit or interruption of service arising out their supply of material to us.

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

a) Name & Address of the firm:

b) Name of the Contact Person on our behalf

c) Our contact Telephone Nos

d) Our contact FAX No

e) Our contact e-mail Particulars

f) Bank name

g) Branch name

h) Branch address

i) Branch telephone no

j) Account type

k) Account no.

l) Lot nos. for which SD is submitted:

m) Other documents required by WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED. If any

Yours faithfully

Signature of Authorized Person (Name of the person signing)

Date: For M/S

Place:

(With Company's Seal)