

 Smart solutions. Strong relationships.			
<b>ON BEHALF OF</b>		<b>ONLINE AUCTION CONDUCTED BY</b>	
CG POWER AND INDUSTRIAL SOLUTIONS LIMITED PLOT NO:9, MPAKVN PHASE-2, NEW INDUSTRIAL AREA, MP MANDIDEEP - 462046		SHANKAR RAMCHANDRA AUCTIONEERS PVT LTD, 128, MAHATMA GANDHI ROAD, CAMP PUNE - 411001	
<b>E AUCTION WILL BE HELD ON 06/08/2024 FROM 11:00 A.M. ON WARDS ON THE WEBSITE.</b> <a href="http://www.srauctioneers.co.in" style="color: white;">www.srauctioneers.co.in</a>			
Name Of The Seller:		CG POWER AND INDUSTRIAL SOLUTIONS LIMITED	
<b>Material will be sold on Arising &amp; Arranged Basis &amp; "ON NO COMPALAINT &amp; AS IS WHER IS BASIS "</b> <b>INSPECTION AT BELOW PLANT</b>			
Plant Address:		CG POWER AND INDUSTRIAL SOLUTIONS LIMITED PLOT NO:9, MPAKVN PHASE-2, NEW INDUSTRIAL AREA, MP MANDIDEEP – 462046 <b>(PLANT-M-721)</b>	
Inspection Date & Time for Plant :		With Prior appointment only From 10:00 a.m. to 4:00 p.m.	
Last Date of Submission of Participation fee :		05 <sup>th</sup> August 2024 upto 05:00 p.m. at the Office of Shankar Ramchandra Auctioneers Pvt Ltd. 128 Mahatma Gandhi Road Camp Pune- 411001	
<b>Participation Details</b>			
Demand Draft /Pay order in the name of :		CG POWER AND INDUSTRIAL SOLUTIONS LIMITED	
<b>IMPORTANT NOTE</b>			
1.	Kindly make entries in register at plant during inspection of the material.		
2.	No Participation in Auction will be allowed without submitting participation fee.		
3.	Please refer to terms & conditions of auction before bidding.		
4.	For the labours employed, Winning Bidder will have to take out Workmen compensation policy & also pay up for their Provident Fund.		
5.	Under age labours below 18 will be not permitted to work.		
Email id	<a href="mailto:info@srauctioneers.co.in">info@srauctioneers.co.in</a> <a href="mailto:admin@srauctioneers.co.in">admin@srauctioneers.co.in</a>		
Contact Person	Ganesh Darge : [91] 8956134702 SRAPL Office : [91] 8656132120		
<b>IMP NOTE</b>			
<b>The Person / Firm / Company whose behalf participation fee is received, the same will be registered and password &amp; Login id will be issued on the same name, different name will not be registered in case of proprietorship firm the proprietor will have to submit relevant documents.</b>			

E AUCTION CATALOGUE							
DATE	06/08/2024						
E AUCTION STARTING TIME	11:00 A.M.						
E AUCTION END TIME	12:00 P.M. Unlimited Extension. Auto extension of 3 minutes after receiving the last. If no bid is received within 3 minutes of the closing time, this auto extension will automatically get over as per the time displayed on our bidding site.						
WEBSITE	<a href="http://www.srauctioneers.co.in">www.srauctioneers.co.in</a>						
E AUCTION ID	RE-CGPISL4627						
PARTICIPATION AMOUNT	Rs. 90,000/-						
ALL THE MATERIAL WILL BE SOLD ON "AS IS WHERE IS BASIS" & ON "NO COMPLAINT BASIS"							
LOT NO.	DESCRIPTION OF MATERIAL	APPROX QTY	BID TYPE	LIFTING	GST %	TCS %	PARTICIPATION FEE IN RS.
[ARRISING PERIOD FOR 6 MONTHS ]							
02	GARBAGE SCRAP	50 MT	PMT	AS PER COMPANY REQUIRMENT	18	1	30,000/-
[ ARRANGED LOT ]							
03	COPPER SCRAP	1 MT	PMT	AS PER COMPANY REQUIRMENT	18	1	50,000/-
04	ALUMINIUM SCRAP	1 MT	PMT	AS PER COMPANY REQUIRMENT	18	1	10,000/-

**BIDDER REGISTRATION FORM**

DATE :														
NAME OF THE FIRM :														
ADDRESS :														
CONTACT No.														
LAND LINE WITH STD CODE														
EMAIL ID :														
GST NO :														
PAN NO :														
<b>PLEASE ENCLOSE XEROX COPY OF GST CERTIFICATE &amp; PAN CARD</b>														
<b>IMP NOTE</b>														
<b>The Person / Firm / Company whose behalf participation fee is received, the same will be registered and password &amp; Login id will be issued on the same name, different name will not be registered in case of proprietorship firm the proprietor will have to submit relevant documents.</b>														
<b>BANK DETAILS</b>														
BANK NAME														
ACCOUNT NAME														
ACCOUNT NO :														
IFSC CODE :														
BRANCH NAME :														
HAZARDOUS WASTE CERTIFICATE :	BURNT OIL	<input type="checkbox"/>	E-WASTE	<input type="checkbox"/>	LEAD ACID BATTERY	<input type="checkbox"/>								
<b>PLEASE ENCLOSE XEROX COPY OF PASSBOOK &amp; CONSENT THE ABOVE</b>														
NAME OF THE PERSON THE BIDDING ON BEHALF OF THE FIRM/COMPANY: & DESIGNATION														
SIGNATURE & SEAL														

**BIDDER PARTICIPATION DETAILS**

<b>NAME OF THE FIRM/COMPANY :</b>								
<b>UTR / DD NO &amp; DATE :</b>								
<b>AMOUNT Rs.</b>								
<b>BANK NAME :</b>								
<b>BIDDER WILL BE ISSUED SINGLE LOGIN &amp; PASSORD FOR THE REGISTERED LOTS</b>								
<b>IMPORTANT NOTE:</b>			<b>1] BIDDERS ARE REQUESTED TO GIVE THEIR PAN NO. AND GST NO.</b>					
<b>SELECT LOT/S FOR BIDDING V</b>								
<b>LOT NO.</b>	<b>PARTICIPATION FEE</b>	<b>SELECTION √</b>	<b>LOT NO.</b>	<b>PARTICIPATION FEE</b>	<b>SELECTION √</b>	<b>LOT NO.</b>	<b>PARTICIPATION FEE</b>	<b>SELECTION √</b>
		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
<p>This participation fee is refundable without any interest, however would not be adjusted as part/ full portion of Earnest Money Deposit in cases where the Bidder's bid is accepted by the Seller and then the bidder becomes the Buyer. For Selected lot/lots EMD should be paid within Five days from the date of acceptance of your Bid. For payment of EMD no extension will be granted.</p>								
<b>NAME OF THE PERSON THE BIDDING ON BEHALF OF THE FIRM/COMPANY : &amp; DESIGNATION</b>								
<b>SIGNATURE &amp; SEAL :</b>								

## ANNEXURE A

## TERMS AND CONDITIONS OF E-AUCTION

1	<b>SELLER</b>	<b>CG Power and Industrial Solutions Limited</b>
2	<b>SERVICE PROVIDER</b>	<b>Shankar Ramchandra Auctioneers Pvt Ltd</b> , having its registered office at Office No.212, Poornima Tower 31 A/B Shankarseth Road,Pune Maharashtra, India-411037 & Brand Office at 128, Mahatma Gandhi Road, camp, Pune, Maharashtra, India -411001 (hereinafter referred to as "Service Provider/Auctioneer") is appointed as Service Provider by the seller to conduct e-Auctions / Online Auctions for disposal of all categories of scrap, surplus Items with no particular interest in any of these categories being sold on behalf of the Seller.
3	<b>BIDDER</b>	Any genuine party participating in E-Auction with fulfilment of all terms and conditions in all respects
	<b>i)</b>	Submission of Photo Identity of the Owner / Proprietor / Partner / Director of the Firm: Every Bidder must submit the following documents:
	<b>ii)</b>	Photo Identity of the Owner / Proprietor / Partner / Director AND.
	<b>iii)</b>	True Copy of Documentary Proof like Affidavit / Partnership Deed / Other statutory relevant Document confirming ownership of the Firm.
4	<b>BUYER</b>	The successful bidder in whose name the Seller / Service Provider would issue order for purchase & pick up of allotted items / lots as per rules & regulations of the Seller.
5	<b>AUCTION MATERIAL</b>	All those lots/ material of scrap in quantity, description, status with measuring unit for delivery as enlisted in 'e-Auction Catalogue' for disposal sale lying at CG Power And Industrial Solutions Limited's plant or at any places where material is getting punched for CG Power And Industrial Solutions Limited for which e-Auction would be conducted as per schedule declared & mentioned elsewhere.
6		The bidder should complete registration procedure in all respects to qualify participation in e-Auction. The Bidder on successful registration would be allotted 'password' & 'Login ID' by the Service Provider enabling him to participate in E-Auction. Firms/ individuals blacklisted or debarred by the Seller will not be allowed to participate in E-Auction.
7	<b>E-auction venue:</b>	The venue of E-Auction will be Service Provider's website.
8		If the bidder / the successful buyer is active as partner in more than one firms having common business interest of all such firms, then he would be allowed to represent only one firm for all reasons and seller reserves the right to disallow and debar such bidder if found to be defaulter and seller shall not be bound in any manner to give verbal or written communication and / or be responsible for proving this point in any manner.
9	<b>Statutory payments:</b>	The Buyer would be required to pay all Taxes including TCS as applicable & mentioned in e-Auction Catalogue at the time of making balance payment. Any change in the same would be applicable as per Government regulations.
10	<b>Mode of Payment</b>	All All payments are to be made by demand draft in favour of "CG Power And Industrial Solutions Limited" or by NEFT/RTGS.
11	<b>Participation Fee</b>	The bidder is required to pay participation fee as declared for corresponding lot/s mentioned in e-Auction Catalogue & the same would remain with the Seller/ Service Provider up to seven working days from the date of e-Auction & would not attract any interest.
12	<b>Earnest Money Deposit (EMD)</b>	If the bidder fails to submit amount of EMD within three (3) days, from the date of declaration of acceptance of bid/s by CG Power And Industrial Solutions Limited, his participation fee for all lots submitted would be forfeited and CG Power And Industrial Solutions Limited would be free to allot such lot /s to any other bidder at any price and their decision would be final in this regards.
13	<b>Payment prior to Pick-up</b>	Requisite payment for pickup of material /quantity of allotted lot/s as per declared pick up schedule is to be made by the buyer prior to such pick up to CG Power And Industrial Solutions Limited by demand draft /NEFT/RTGS.
14	<b>Forfeiture of EMD</b>	Earnest Money Deposit Amount paid by the successful buyer for one or more lots would be forfeited by CG Power And Industrial Solutions Limited for any cause as per the discretion of seller and/or in case of failure to arrange requisite payment by demand draft / RTGS on time and / or non-compliance by the successful buyer.
15		If permitted by the Seller, the bidders should inspect auction material and make themselves satisfied with respect to status, condition, quantity, quality, type & then only proceed with further actions like participation in e-Auction, submission of bids, etc. All Auction material is sold on as is Where is, Wet or Dry with No complaint & Area to be cleared basis. The seller reserves right to withdraw any lot/ material in full or in part without giving any reasons & shall not be responsible for any implications or damages.

16	The bidders should follow all safety procedures & adhere to rules & regulations of CG Power And Industrial Solutions Limited for entering the premises of seller & inspection of auction material. CG Power And Industrial Solutions Limited would not be responsible for any accident, damage, loss or death.
17	CG Power And Industrial Solutions Limited and Service Provider shall be under no obligation to put up the lots singly or serially or in any particular manner and they reserve the right to withdraw any lots at any time during the period of Auction without assigning any reason thereof. CG Power And Industrial Solutions Limited / Service Provider may refuse to accept any bid from any person/ persons without assigning any reason for such refusal.
<b>18</b>	<b>Participation &amp; Procedure for E-Auction :-</b>
A]	CG Power And Industrial Solutions Limited reserves right of participation in the e-Auction.
B]	The bidders should submit requisite details along with participation fee before due date & time to Service Provider & complete registration procedure in all respects. The bidders should make themselves aware of change in declared date & timing if any by contacting Service Provider.
C]	<b>Allotment of Password:-</b> The bidders successfully registered with Service Provider would be given PASSWORD & LOGIN ID for participation in e-Auction. These would be informed to the registered bidders by email / SMS or email / mobile nos. intimating them 24 hours prior to date of e-Auction. Safeguarding the same would be the sole & exclusive responsibility of bidders.
D]	The bidders should refer to the final E- Auction Catalogue available on the web site of Service Provider before making bids
E]	<b>Validity:-</b> The bidders must keep their bids valid for a period of (10) ten Working days from the date of e-Auction.
F]	<b>Time Extension:-</b> If any bid is registered in the last three (3) minutes for lot/s bidding for the same will be extended till further bids get registered. If no bid is registered in the last three minutes bidding for such lot/s will be automatically closed.
19	The highest auction bid, if not meeting the reserve price, will be 'subject to approval'. The auction administrator of service provider and the seller will supervise together the auction sale and reserve the right to accept or reject such highest bid without declaring any reasons whatsoever. Such decision will be given to the highest bidder. The Seller and Service Provider reserve the right to withdraw any lot prior to commencement of auction without assigning any reasons thereof. The seller/service provider may even refuse to accept any bid from any person, at any time without assigning any reasons for such refusal.
20	Successful execution of the contract will mean regular clearance of the lot sold from specified location and payment of complete sale money inclusive of taxes within specified time frame.
21	The Buyers are warned that in case of any attempt to misuse Gate Pass, Challan authorizing delivery, the decision of the seller regarding satisfactory performance will be final and binding on the buyers and such lots in question shall be resold by the seller without any further reference to the buyers.
22	The seller may ask the buyer to submit the fitness, medical certificate of the workers or supervisors considering COVID 19. The buyer/worker must follow safety procedures i.e. use mask, industrial Hand Gloves, Safety Shoes, Goggles, PPE Kit, keeps Sanitizer and maintaining the social distance while working. The buyer must arrange the same at his own cost.
23	On receipt of full amount of EMD by the seller, the seller will issue final sale/ delivery / order to the buyer thereby enabling him to pick up the materials/lots as per declared pick up schedule and availability of material.
24	Buyer is fully responsible for the safe disposal of the scrap material lifted by them and that in case of any claim due to loss or injury to any person or violation of any environmental norms, the buyer will indemnify the seller against all such claims.
25	Buyer shall abide by all the rules and regulations applicable to them and shall indemnify the seller against any loss or liability suffered on account of non-compliance of any of the rules and regulations.
26	The driver of the buyer's vehicle must have valid driving license and must be authorized to pick up the auction material. Vehicles must have authorization as per the applicable laws.
27	Lifting of materials will be allowed only between 09:00 A.M. to 03:00 P.M. on all working days. Successful bidders should ensure that the material clearance is as per the seller's 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 reserve its rights to impose penalties/forfeiture of EMD and other payments collected.
28	In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller may at its discretion 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 from the seller for such delay.
29	If the material sold or portion thereof remains un-cleared in the premises of the seller beyond the stipulated period, the un-

	lifted portion of the material may be removed at the risk and cost of the buyer.
30	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 removed. No segregation of the items of any lot is allowed inside the seller's premises.
31	The buyer shall arrange for all tools and tackles, forklifts and hoists or cranes or labour at their own expenses or as per directives of the seller.
32	It will be the successful buyer's responsibility to weigh the empty truck at the weighbridge and produce the weight certificate.
33	Should the buyer wish to take delivery of the surplus material or of scrap 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.
34	Once the goods / materials are taken out of the factory gate, buyer will be solely responsible for all sorts of claims like shortage, missing parts, damage, accident, loss of material etc.
35	Resale will not be recognized. The buyer 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 buyer whose name is mentioned in the sale order/delivery order.
36	The buyer/s, their workmen or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the buyer shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken by the seller including forfeiture of EMD.
37	While taking delivery of the material, the buyers 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 them. The Seller may at its option arrange to make good such damages and the buyer 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.
38	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 etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like leather hand gloves / safety shoes / safety goggle / welding goggle, etc.) to the labourers, who are engaged for loading the materials.
39	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 seller's 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 Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the seller fully indemnified from any demand, claims or proceedings thereof.
40	For any of the following defaults of the buyer, where seller's decision will be final and binding, will be liable for termination of their contracts and forfeiture of interest free EMDs.
	1] Late arrival of vehicles, non-deployment of vehicles etc.
	2] Unsatisfactory/ non - clearance of awarded scrap (If the scrap is not cleared for consecutive 3 days, the same will be treated as unsatisfactory performance.)
	3] Removal of items other than those covered under the contract.
	4] In case of any default the Seller has the right to adjust the Interest free EMD against any other head for which such EMD was given.
	5] Any other misconduct / default leading to loss of the seller.
41	Re-Sale will not be recognized and release order will be made out in the name of actual successful bidder only.
42	Segregation / sorting of material will not be allowed within seller's premises. Material will have to be lifted / loaded as available.
43	The seller shall unconditionally be entitled to retain any material required for our own use and the decision of the seller would be final as to what constitutes the scrap for collection at any time after the auction or during the contract period.
44	If the buyer fails to deploy the vehicles and clear the scrap as per frequency / schedule / timings mentioned and instructed by the seller, he will be liable to pay a penalty as determined by the seller. The penalty amount will be recovered from the earnest money deposit with the Seller. The Seller is free to claim for such further losses, damages caused by the buyer for failure to lift the material.

45	The Seller will not be liable for non-performance of any contract either wholly or in part or for any delay in performance resulting due to cases beyond seller's control including fire, strikes, lock-out, closure, and dispute with workmen, uncertain and unstable labour situation, war, riots, civil commotion, epidemic, pandemic, floods, accidents, damage or requirements of Government or any circumstances. The seller will be entitled at any time without notice to the buyer to cancel any contract, the performance of which is likely to be delayed by any of the cause aforesaid and in such cases, the buyer shall have no claim upon the seller of any kind.			
46	In case any buyer purchases a lot after making full or part payment and removes part of the Lot and fails to remove the balance lot then, after the stipulated time is over (including the extension granted if any), the lot will be treated as abandoned and whatsoever money is paid for the lot will be forfeited along with the EMD etc. and the balance lot will be disposed off by seller as it deems fit.			
47	The workmen employed by the buyer will be working under the buyer's control and supervision and the buyer will be solely responsible for their wages, salaries, bonus, leave salary, wages for holidays, or any other allowance or pay etc., and all related statutory dues will be paid by the buyer. The buyer will maintain all such documents and records, which are statutorily required. The seller will be in no way responsible or liable for lapses on above account. In case the seller is required to make any payment as per statutory requirement on the above account the same will be recovered from buyer's account.			
48	The buyer will at all times indemnify and keep indemnified the Seller against all claims for compensation under the provisions of any law for the time being in force or brought into force by or in respect of any workmen employed by the buyer in carrying out the contract work and against all cost and expenditure incurred by the seller in connection therewith. The seller will be entitled to recover such sums paid or payable by way of compensation as aforesaid and cost or expenses in connection with any claim thereto from the buyer's accounts.			
49	On expiry of contract, the buyer undertakes to leave the premises with all their workmen peacefully and without creating any disturbances. Buyer's workmen will have no claim of any nature whatsoever against the seller.			
50	The buyer will comply with all the provisions of the Contract Labour (Regulation & Abolition) Act 1970. The buyer must issue identity cards and appointment letters to their workmen.			
51	The buyer will pay wages to their employees as per the provisions of the Minimum Wages Act 1948. In addition, any rise in special allowance granted by the authority under the Minimum Wages Act, 1948 is to be paid by the buyer from time to time.			
52	The buyer's supervisor will supervise day-to-day work of their employees and they will work under their control and supervision.			
53	The seller will recover damages or loss caused to its property arising out of buyer's employee's work or owing to any other act or omission on buyer's part and/or buyer's workers and/or supervisor and/or buyer's representatives & that the buyer will undertake to pay the cost to the seller.			
54	An authorized official or any other person appointed by the seller shall decide any dispute arising between the successful bidder and seller. The decision of the Arbitrator shall be final and binding on both the parties. Disputes between seller & bidder if any shall be within the jurisdiction of Mumbai courts only.			
55	In the event of any dispute with regard to not taking possession/ non availability of inspected auction material etc. and forfeiture of 'EMD', Service Provider and the seller will not be liable.			
56	Seller reserves its right to terminate contract for unsatisfactory performance or for violation by the buyer /bidder of terms & conditions mentioned in the catalogue without giving any reasons of whatsoever nature and at any stage during execution of contract.			
57	It is further stated that Seller would not be responsible in any manner if the buyer has suffered any loss or damage due to termination of contract. The buyer would be blacklisted with forfeiture of EMD with penalty imposed and would not be allowed to participate in any Tender / auction / E-Auction / disposal process organized by the seller directly or through their service provider.			
58	Seller reserves the right to terminate the contract of the buyer any time at its convenience.			
<b>I/WE HAVE READ THE ABOVE TERMS &amp; CONDITION OF E AUCTION SALE &amp; I/WE HEREBY DECLARE THAT WE WILL ABIDE BY THE ABOVE TERMS &amp; CONDITION</b>				
I/We Agree for the same	Signature :		Date :	
	Name of the person :		Designation :	
	Name of the firm/company		Seal :	



**ANNEXURE B****BIDDER AGREEMENT**

This Agreement is signed on :- \_\_\_\_\_ (“Effective Date”) by & between: **SHANKAR RAMCHANDRA AUCTIONEERS PVT LTD** (hereinafter referred to as “Service Provider/Auctioneer”)

**AND**

\_\_\_\_\_ (hereinafter referred to as “Bidder”)

The “Bidder” & “Auctioneer” shall be known individually as “Party” & collectively as “Parties”

**Purpose:**

The purpose of this agreement is to confirm that the “Bidder” is authorized to bid in the Auction being conducted by Auctioneer through its website for saleable material of “Seller” - CG Power And Industrial Solutions Limited.

**For this purpose the parties confirm the following:**

1	The bidder has read and understood the e-Auction catalogue on auctioneers’ website and the terms and conditions provided therein.
2	All the information pertaining to weights, condition etc, which has been mentioned in the Auction Catalogue by Auctioneer, is to the best of its knowledge to facilitate the bidding. The bidding basis is as mentioned in the Catalogue and the items are on an “as is where is” and “no complaints” basis. The Bidder is deemed to have inspected and satisfied himself about the quality, quantity and location of the items being Auctioned.
3	The buyer agrees to accept the Login ID and Password issued to him 1 day prior to the Auction. And that he has read and understood the bidding process provided on Auctioneer’s website. And that it would be his responsibility in case he does not prefer to change the password upon receipt.
4	On winning the lot in the Auction, the winning bidder confirms that the EMD, as defined and instructed in the Auction catalogue shall be paid.
5	The bidder Authorizes Auctioneer to confiscate the bidder participation fee in case the EMD is not paid as defined. Auctioneer reserves the right to offer the lot in this case to the next highest bidder. Bidder agrees to honour his bids, if offered the material within the bid validity period. Failure to do so will entail forfeiture of the bidder’s deposit & EMD if paid.
6	Bidder agrees to compensate to CG Power And Industrial Solutions Limited the loss in transactions it may suffer in case of backout / non performance by the bidder to the terms and conditions of this agreement.
7	The bidder confirms compliance to the procedure of the balance payment to be made to seller as defined in the Auction catalogue terms and conditions.
8	The bidder hereby confirms that the refund of the deposit should be made in the name of the seller as mentioned above.
9	The bidding amount against the Login ID allocated to the bidder is captured accurately in the software system during the bidding process. The record of each bid is maintained by Auctioneer. In event of any doubts arising after the Auction event, the software record shall be treated as final.
10	The bidder is hereby legally bound to have accepted the price as per the bid in the software record maintained by Auctioneer. If approached by Auctioneer as the winning bidder, the bidder shall honour the EMD procedure.
11	Auctioneer reserves the right to alter and inform the contents of the catalogue before the start of the Auction. The Catalogue posted on Auctioneer’s website, during the e-Auction Period would be treated as the final one. The bidder shall be responsible for checking the catalogue for any updates as might arise prior to the start of the Auction.
12	The Bidder shall be bidding on the basis of the commercial terms as mentioned in the e-Auction Catalogue.
13	The bidder understands the rights of bidding for this e-Auction is reserved. In case of observed irregularities which can affect the bidding process, the bidder will be disabled. Seller and Auctioneer shall have final authority in this matter.
14	The bidder has received and accepted the conditions given in the catalogue, issued upon signing up this Agreement.
15	All disputes and difference arising out of this Auction / contract shall be referred to the sole arbitration of seller or his nominee and the award of such arbitrator shall be binding on both the parties. The contract shall be subject to the jurisdiction of Mumbai Courts only.

**AGREED TO BY,**

**BIDDER SIGNATURE & SEAL**

**ANNEXURE C****CGPISL's SUPPLIER's CODE OF CONDUCT**

<b>1</b>	<b>APPLICABILITY</b>
This Code of Conduct shall apply to all the suppliers, vendors, contractors, sub-contractors, service providers and to other entities acting on behalf of them (hereinafter referred to as the "Supplier").	
<b>2</b>	<b>IMPLEMENTATION</b>
Acknowledgement of the Code is a pre-requisite in every CGPISL contract for supply. All suppliers of CGPISL are bound by this Code and the Supplier commits that all its operations are subject to the provisions contained in this Code. The standards of the Code are in addition to, and not in lieu of, provisions of any legal agreement or contract between Supplier and CGPISL.	
<b>3</b>	<b>BUSINESS ETHICS, CONDUCT AND INTEGRITY</b>
Supplier shall conduct its business in an ethical manner and act with integrity. As a CGPISL Supplier, it shall:	
<ul style="list-style-type: none"> <li>• not be involved or associated directly or indirectly in any form of corruption, extortion, bribery and embezzlement to obtain an unfair or improper advantage through unethical means</li> <li>• not participate in other illegal inducements in business or other relationships including its dealing with public servants</li> <li>• employ fair business practices, including accurate and truthful advertising</li> <li>• disclose to CG, information regarding potential conflicts of interest relating to its transactions / activities including disclosure of any interest a CGPISL employee may hold in its business or vice-versa</li> <li>• not offer to CGPISL's employees gifts or any other kind of personal benefit resulting from the relationships with the Supplier</li> </ul>	
<b>4</b>	<b>LABOUR, HUMAN RIGHTS AND NON-DISCRIMINATION</b>
Supplier is expected to protect the human rights of its employees and treat them with respect and dignity. As a CGPISL supplier, it shall:	
<ul style="list-style-type: none"> <li>• respect the personal dignity, privacy and rights of each individual</li> <li>• not use forced, bonded, indentured or involuntary labour</li> <li>• not use child labour (as per the legal age as defined by the country's legislature)</li> <li>• provide a workplace free of harassment, abuse and discrimination</li> <li>• not to engage in employment discrimination for reasons such as colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status</li> <li>• provide a workplace free of harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers. The workplace shall have no threat of any such treatment</li> <li>• pay workers according to applicable wage laws, including minimum wages, overtime hours and other benefits mandated by the statute</li> <li>• ensure that working hours, including overtime, do not exceed applicable legal limits</li> </ul>	
<b>5</b>	<b>LEGAL COMPLIANCE</b>
Supplier shall comply with the laws of the applicable legal systems. As a CGPISL Supplier, it shall:	
<ul style="list-style-type: none"> <li>• conduct its business consistent with fair and vigorous competition and in compliance with all applicable laws, in particular anti-trust, anti-competition and anti-bribery laws</li> <li>• comply with all applicable laws, regulations, contractual agreements and generally recognized standards</li> <li>• not obtain competitive intelligence by using means of industrial espionage, bribery, theft or electronic eavesdropping</li> </ul>	

<b>6</b>	<b>ENVIRONMENT, HEALTH AND SAFETY (EHS) MANAGEMENT</b>
Supplier shall provide and maintain a safe working environment for all its employees and shall conduct its business in an environmentally responsible and sustainable manner. As a CGPISL Supplier, it shall:	
<ul style="list-style-type: none"> <li>• protect workers from exposure to chemical, biological and physical hazards</li> <li>• implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle the waste</li> <li>• engage in the development and use of climate-friendly products and processes to reduce power consumption and greenhouse gas emissions</li> <li>• ensure that necessary precautionary measures are taken against accidents and occupational hazards</li> <li>• provide adequate training to all workers/contractors on health &amp; safety issues</li> <li>• maintain safe, clean and secure employee accommodations, if required to be provided</li> <li>• ensure that processes are in place to optimise the use of natural resources and reduction in release of harmful emissions to the environment</li> <li>• undertake initiatives to promote environmental responsibility and encourage environment friendly processes and technologies</li> <li>• ensure that the work environment must conform to the requirements of health-oriented design</li> <li>• ensure compliance with all laws pertaining to sustainability, pollution, environment protection, etc. as applicable.</li> </ul>	
<b>7</b>	<b>PRIVACY, INTELLECTUAL PROPERTY AND DATA PROTECTION</b>
Supplier shall safeguard and make only appropriate use of confidential information provided by CGPISL and ensure that all employees' and business partners' privacy and valid intellectual property rights are protected. The obligation to maintain confidentiality extends beyond the termination of the relevant relationship, since the disclosure of confidential information could cause harm to CGPISL's business, customers and business partners, no matter when it is disclosed. If at all, the Supplier has access to any personal data of any CGPISL employee during the course of execution of its contract, subject to local laws on privacy, the same must be maintained in a secure manner. High standards must be ensured with regard to data quality and technical protection against unauthorized access. The use of the data must be transparent limited to the purpose for which it has been provided and the rights of those concerned must be safeguarded with regard to use and correction of information and, if applicable, to objections pertaining to blocking, and deletion of information.	
<b>8</b>	<b>INSIDER TRADING</b>
If any Supplier or any employee of the Supplier, has inside information with regard to CGPISL, by reason of frequent communication with officers of CGPISL, which is not in public domain and such information is or likely to be price sensitive for the securities of CGPISL listed on the Stock exchanges, then such Supplier or employee shall adhere to the CGPISL's Code of Insider Trading notified as per the requirements of the Securities and Exchange Board of India (SEBI) under Prohibition of Insider Trading Regulations, 2015.	
In the context of the business relationship between the Supplier and CGPISL, if the Supplier or its employees believe that the terms of this CGPISL Supplier's Code of Conduct are not adhered to, or that CGPISL is not acting in accordance with its own Code of Conduct, then CGPISL encourages it to raise its respective concerns. All such complaints can be submitted both confidentially and anonymously, and all complaints will be investigated. Corrective measures will be implemented if necessary. All concerned documentation shall be kept confidential to the extent permitted by law, without any reprisal of any kind against such complaints.	
Supplier may send all such complaints to <a href="mailto:wbindia@cgglobal.com">wbindia@cgglobal.com</a> or in physical form addressed to:	
<b>Global General Counsel</b>	
CG Power & Industrial Solutions Limited, CG House, Dr. Annie Besant Road, Worli, Mumbai - 400 030, Maharashtra, India.	
<b>9</b>	<b>CONSEQUENCE OF VIOLATION OF THE CODE</b>
Any violation of the Supplier Code of Conduct will be deemed to be breach of the terms and conditions governing the contract, agreement, or purchaser order entered into / issued to the Supplier leading to imposition of penal deductions, blacklisting, termination of the contract, agreement or purchase order or such other action as may be deemed appropriate at the sole discretion of CGPISL.	
CGPISL reserves its right to carry out self-assessment surveys, audits and/or inspection for identifying violation of Supplier's Code of Conduct. In case any violation of the code is identified, the violation will be dealt with as provided herein.	

