



# **ONLINE AUCTION FOR TATA PROJECTS LIMITED**

FA 36-RL-FA-310 TATA PROJECTS LIMITED

**The information contained in this catalogue ("Catalogue"), amongst other things provides detailed Terms and Conditions to be abided by Bidders for Auction of TATA PROJECTS LIMITED.**

**TABLE - 1:**

<b>Seller</b>	<b><u>TATA PROJECTS LIMITED</u></b>
<b>Sale Details</b>	e-Auction of Mixed Scrap Material TATA PROJECTS LIMITED - being sold on "As is Where Is and No Complaint Basis".
<b>Auction Conducted By:</b>	mjunction Services Limited (hereinafter referred to as "Service Provider") having its corporate office at Godrej Waterside, 3 <sup>rd</sup> Floor, Tower I, Plot V, Block DP, Sector V, Salt Lake, Kolkata – 700091
<b>Auction Date and Time</b>	<b>06.05.2024 at 14:00 PM</b>
<b>Inspection Date</b>	<b>23.04.24 to 05.05.2024</b>
<b>EMD Submission Date(recommende</b>	<b>Till 05.05.24</b>
<b>Submission of EMD in favour of "mjunction services Ltd."</b>	Beneficiary Name: MJUNCTION SERVICES LIMITED Bank Name: HDFC BANK LTD
<b>Auction Duration</b>	Auction shall run for a minimum period of one hour with auto extension (unlimited till bid received in the system). In the event of online auction continuing beyond 8 PM on auction day, same shall be paused. The auction would resume from same position on the next working day from 12 PM onwards. The resumed auction shall run for a minimum period of 60 minutes with auto extension (unlimited till bid received in the system).
<b>Material List</b>	As per TABLE 2.
<b>Auction Engine</b>	<a href="http://www.metaljunction.com">www.metaljunction.com</a> or <a href="http://www.valuejunction.in">www.valuejunction.in</a>
<b>Bid Basis</b>	Bid must be placed as per the UOM as mentioned in material list
<b>Bid Validity</b>	20 working days
<b>Pre-Bid Security</b>	LOT WISE EMD
<b>Auction Logic</b>	Dynamic Rank Seal bid with SBP Visible

**Contact Information for  
TATA PROJECTS LIMITED**

Mr. Ganesh Ram – 8209343106 – Admin & IT assets  
Admin & IT Assets Store Address: - TATA ALDESA JV, DFCCIL Lot-101, Near  
Maitha Railway station, Kanpur Dehat Uttar Pradesh- 208001

Mr. Buluram Pradhan – 8218452288- Machinery Store Address:- Malajani,Near  
Jaswant Nagar, Etawah Uttar Pradesh

**Contact Details:**

S. No	Name	ORGANIZATION	Contact Details	Email ID
1	Mr. Ganesh Ram	Tata Projects	8209343106	-
2	Mr. Ankit Bhosale	Tata Projects	8879642452	ankitb-v@tataprojects.com
3	Mr. Sayan Sarkar	CM Team (mjunction)	9147059768	Sayan.Sarkar@mjunction.in
4	Mr. Varun Billava	CRM (mjunction)	9920516150	Varun.billava@mjunction.in

**Contact Information for mjunction**

S. No	Name	Indicative Territory	Contact	Email ID
1	Mitesh Giradakar	Chhattisgarh , Madhya Pradesh	7596040406	mitesh.giradkar@mjunction.in
2	Prabhat Singh	Delhi, Uttar Pradesh , Uttarakhand	7596059533	prabhat.singh@mjunction.in
3	Kamlesh Verma	Rajasthan, Punjab, Haryana, Himachal Pradesh, Jammu &	7605090375	verma.kamlesh@mjunction.in
4	Suvanil Mukherjee	Bihar & Jharkhand	9147018225	mukherjee.suvanil@mjunction.in
5	Satish Kumar	Odisha	9147074862	satish.kumar1@mjunction.in
6	Akash Chakraborty	West Bengal , Assam & other North East Region	7605090372	chakraborty.akash1@mjunction.in
7	Khizer Fakih	Maharashtra, Gujarat & Goa	9147178852	fakih.khizer@mjunction.in
8	Kulkant Shukla	FSD Coordinator (All Region)	-----	kulkant.shukla1@mjunction.in
9	Tousik Ghosh	CM Team	7596099117	Ghosh.tousik@mjunction.in
10	Avinash Saggurthi	CRM	9230996102	Avinash.Saggurthi@mjunction.in

**Valuejunction** a business unit of mjunction services limited is pleased to be selected by *TATA PROJECTS LIMITED* for conduct of online auctions for disposal of their Items as per TABLE 2. All these materials given below will be sold on “As is where is basis” and on “No Complaint basis”. All our valued customers are requested to peruse the participation terms, payment terms, lifting terms and other terms and conditions given below before participating. It is assumed that all our customers are aware of the



terms and conditions as *set out in these presents* before placing a bid in the auction. We thank you in advance for your kind cooperation and participation.

### **REGISTRATION AND EMD DETAILS:**

**Registration:** All our new customers are requested to register themselves in the website [www.valuejunction.in](http://www.valuejunction.in) or [www.metaljunction.com](http://www.metaljunction.com) or get in touch with concerned FSD Executive as mentioned above.

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

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

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

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

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

For any assistance, please contact our toll free no: Toll Free No: 180041920001 or write to [enquiry@mjunction.in](mailto:enquiry@mjunction.in)

**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 bidder to participate in the e- auction.**

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

EMD of the successful bidders will be kept as security deposit by MJ and will be release to the bidder after getting lifting completion from Tata Projects. It cannot be adjusted with the material value payment. In case of forfeiture the amount will be transferred to Tata Projects. EMD or Security Deposit bears no interest at the time of refund.

**If any buyer fails to deposit advance payment within given time, as per mentioned above, EMD amount will be forfeited.**

**TABLE - 2**

**Materials are present in TATA PROJECTS LIMITED**

Sr. No.	Description	Location	QUANTITY	UOM	EMD (IN INR)	GST AND TCS
1	Lot 1 – Machinery Asset	Kanpur	1	EA	30000 (Thirty Thousand)	GST 18% - TCS 1%

- **H-1 Buyer must submit item-wise price break up immediately after the auction is completed. In case H-1 buyer fails to submit the item-wise price break, EMD may be forfeited and H-1 buyer will be debarred from further Auctions of TATA PROJECTS.**
- **Neither MJ nor Tata Projects shall bear any liability for disputes that may arise during the material lifting process.**
  - The quantity mentioned is approximate and can vary. Bidders are required to visit the site and assess the details mentioned above and quote accordingly.
  - During execution of order, in case due to negligent act by Buyer's staff/workmen/agent/supervisor/transporter engaged by buyer, and accident occurred resulting in damage /loss to any machinery /equipment/vehicle/any property, living creature of company or any third party, the entire cost of damage/loss shall be to Buyer's account. TATA PROJECTS shall not be responsible or liable for any compensation for such damage /loss.
  - Cutting, dismantling, loading, unloading, transportation and tying charge etc. is in scope of the buyer.
  - GST & TCS will be charged extra as applicable. Final GST & TCS will be informed to buyer by suitable intimation.
  - All interested bidders are requested to inspect the items before the auction. It will be assumed that customers participating in the auction have inspected the materials prior to the auction. All photographs, if given, are indicatives and the bidders are strictly advised not to go for bidding without inspection.
  - For inspection, bidders are required to fill the following form for Gate Pass and send to mjunction.

### Gate Pass

<b>Date of visit/arrival</b>	
<b>No. of visitors (maximum 02 )</b>	
<b>Visitor name</b>	
<b>Visitor Identity Adhar/Driving licence/passport etc</b>	
<b>Company Name</b>	
<b>Visitor/supplier/contractor registered office address</b>	
<b>Purpose of visit</b>	
<b>Details of visit (Auction No., Material description etc)</b>	

- No complaints regarding differences in material quality or quantity will be entertained once the Auction is conducted.
- Materials sold would be under “as is where is” basis. Any Picking, sorting, cutting, cleaning, or breaking up of scrap materials will not be permitted.
- Loading and weighing of the goods at designated weighing machine have to be executed in the presence of TATA PROJECTS authorized representatives. In case of any dispute, re-weighing shall be done on another weighing machine at the sole discretion of TATA PROJECTS.
- The authorized personnel of the successful bidder visiting the site for lifting the goods should necessarily carry the authorization letter and the proper photo identity.
- TATA PROJECTS will arrange to issue Tax invoice for the transaction without which the goods shall not be removed from the TATA PROJECTS site.
- Any details like PAN, Bank A/c etc. and copies of documents required for creation of customer code in TATA PROJECTS system must be provided by the successful bidder.

### **TATA PROJECTS LIMITED TERMS AND CONDITIONS:**

1. Material available with TATA PROJECTS LIMITED is on “As-is, Where-is” and “No complaint basis”.
2. **Inspection of Materials after the Auction is strictly not allowed.**
3. Bidders are required to quote as per Terms and Conditions stipulated by TATA PROJECTS LIMITED. For details about Terms and Conditions, clarifications, site visit kindly contact mjunction services limited.
4. Materials sold would be under “as is where is” basis and “No Complaints” basis. Any Picking, sorting, cutting, cleaning or breaking up of scrap materials will not be permitted.

5. Loading and weighing of the goods at designated weighing machine have to be executed in the presence of TATA PROJECTS authorized representatives. In case of any dispute, re-weighing shall be done on another weighing machine at the sole discretion of TATA PROJECTS.
6. The authorized personnel of the successful bidder visiting the site for lifting the goods should necessarily carry the authorization letter and the proper photo identity.
7. TATA PROJECTS will arrange to issue Tax invoice for the transaction without which the goods shall not be removed from the TATA PROJECTS site.
8. Invoices for disposal of materials will be done on Lot wise basis. However, Client may issue single invoice or multiple invoices pertaining to particular lot.
9. Any details like PAN, Bank A/c etc. and copies of documents required for creation of customer code in TATA PROJECTS system must be provided by the successful bidder.

**10. IMPORTANT NOTE:- COVID 19 Scrap Collection Guidelines at TPL factory premises.**

- Stop the Truck at gate on arrival and instruct to report security office for the purpose.
- No shaking hands or touching each other with known and unknown person.
- Screening the Driver & his helper and loading contract outside workers must undergo infrared thermometer by Security before entry to site.
- Ensure driver & his helpers and scrap loading every worker must wear face mask due to COVID 19 pandemic and other regular PPE while scrap loading operation under his supervisor.
- Scrap contracting agency is responsible to ensure and deploy healthy workers for collection of scrap within our premises.
- Self-declaration form must be filled by his contracting agency of their all the workers coming to site and submitted to store in charge / procurement as part of mandatory requirement. (A form is attached herewith and strictly adhere to).
- All vehicles and machinery entering the premises should be disinfected by spray mandatorily and ensure through your store authority / In charge.
- Medical insurance for workers to be made mandatory subject to requirement.
- Scrap contracting agency shall arrange hand cleansing sanitizers bottle / Dettol soap to each truck driver, helper and their workers for regular use of sanitizer and protect them from outside contact any infection.
- While collection of scrap, supervisor must ensure and keep social distancing amongst them at least 1.0 – 1.5 Mtr and educate them to strictly follow.
- Tobacco, Gutka and Pan Masala and spitting within the premises etc., are strictly prohibited all the time.
- There should be total ban of non-essential persons at sites.

#### **11. Payment Terms:**

**H1 bidder to pay 20% of the material value as Security Deposit (caution money) within 3 working days of issuance of Sale Order. This amount shall be adjusted in the last instalment of payment. Balance amount in 100% advance payment before deploying the vehicle for lifting, unless otherwise agreed by TATA PROJECTS LTD as per the Auction Terms and Conditions.**

**Full payment inclusive of taxes and duties must be made by the bidder within Ten (10) days after issuance of sale order.**

**All payments are to be made in the form of RTGS /NEFT in favor of TATA PROJECTS LTD.**

**For any payment related issues please contact Ms.**

#### **12. 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 "TATA PROJECTS LIMITED" would not be liable for taxes in any manner, whatsoever.*

#### **13. Obligations related to Lifting of materials/items:**

13.1. All goods/material must be lifted within 15 (FIFTEEN) days from the date of issuance of Sale Order. TATA PROJECTS LTD at its discretion may provide any additional grace period to complete the lifting.

13.2 TATA PROJECTS LTD shall allow the successful bidder to lift the material only after the receipt of 100% bid amount and applicable taxes etc. of the respective lot to be lifted.

13.3. Subject to above 13.2, for lifting of lot /lots (total quantity), successful bidder must report by 9:00 AM and in no event after 04:00 pm on working days in the Office of the salvage stores at TPL. No lifting of the material will be allowed on Sunday or other holiday observed by TPL.

13.4. In case the last day of lifting happens to be a holiday observed by TATA PROJECTS LTD the next working day will be taken as the date of lifting without any ground rent.

13.5. Bidders must produce the requisite documents at the time of taking lifting of the material.

13.6. All deliveries will commence from 9:00 AM and close at 5:30 PM on all working days.

13.7. Weighment will be done within Site at TPL Weighbridge. In case Weighbridge not working/not available, 3rd party weighbridge will be used, at least 2 Weighbridges and the weighment considered will be the higher one.

13.8. In case the whole or any part of the goods sold in lot basis remain uncleared or there is delay in lifting the entire goods/materials or part thereof by the bidder, even after the additional grace period granted by TPL, the successful bidder shall have no claim whatsoever on the remaining balance/unlifted goods/material and all amount paid to TPL, including ground rent, if any, shall be forfeited at the expiry of the said additional grace period. TPL shall have the right to dispose of such remaining





goods/materials in any manner it likes or sell it to any third party at the risk and cost of the successful bidder. The successful bidder will have no right whatsoever to claim any compensation, loss or damages in this regard from TPL.

13.9. Bidders are advised in their own interest to make prior appointment with TPL, before placement of vehicles for taking lifting of the materials within the scheduled date of lifting.

13.10. The bidder at his own cost will make his own arrangement for segregation, organizing removal, dismantling loading, transporting and he will not be entitled to claim any facility or assistance or cost on this account from TPL.

13.11. The successful bidder shall produce the requisite documents for proper identification of the bidder or its authorized representative at the time of taking lifting of the material. It is therefore the responsibility of the bidder to keep the documents in a safe custody. The person who has lifted the material from TPL, by producing requisite documents if subsequently found to illegal possessor/producer of the documents, TPL., shall in no way be responsible/liable for the same. The successful bidder shall ensure that the vehicles sent for lifting of material shall have valid documents including valid license, PUC, etc.

13.12. While taking lifting of the material, TPL holds the sole discretion to direct, the manner/order in which the material can be cleared. No segregation of the items of any lot is allowed inside the TPL's premises.

13.13. Bidders are advised to take appointment with TATA PROJECTS LTD., prior to making arrangements of the transport vehicles for lifting of the material within the scheduled period.

13.14. The cost of loading, dismantling, lifting and transporting of the material shall be borne by the bidder.

13.15. The successful bidder shall appoint a designated supervisor for supervising the loading of material and the said supervisor shall be present at all times during the period of lifting.

13.16. The permissible variation in quantity shall not exceed plus or minus 10 percent of the lot mentioned in the bid or the actual material is available at site, whichever is higher. The material lifted and corresponding weight mentioned & certified in the invoice will be final.

13.17. "Successful buyer shall not be allowed to pick or choose or segregate any particular item out of the lot sold by TPL at the time of delivery of the lot. The buyer shall be bound to lift the entire lot as directed by TPL."

13.18. TPL Site Safety norms like wearing of PPE (Safety Shoe, Helmet etc.,) to be worn by workmen of Scrap Customer. Where cutting of big scrap items at Site is applicable, to be done by Scrap Customer. Site safety norms for gas cutting, lifting, shifting through equipment etc. to be followed by the Scrap Customer workmen.

13.19. Authorized representative/Transporter who come for lifting of scrap material to have the authorization letter or e-mail to receive the scrap and acknowledge the documents for receiving. They also need to have valid identity PAN Card/Aadhar Card/Driving License for identification.

13.20. Successful bidder shall lift the Lot 1 material completely post appropriate payments and then only will be allowed to lift Lot 2 material.

#### **14. Penalty Terms:**

1. In the event of non-submission of SD amount: Forfeit of 100% EMD. Buyer to be debarred from all future auctions of TPL
2. Back out due to market conditions post payments and lifting commencement: Forfeit of 100% EMD + Security Deposit





(Caution Money) Forfeiture. Buyer to be debarred from all future auctions of TATA PROJECTS LTD.

3. Other defaulter (incidences of pilferage, any kinds of manipulations etc.): Permanently debarred + EMD Forfeiture + Security Deposit (Caution Money) Forfeiture + Balance ADVANCED forfeited.

#### **15. Jurisdiction:**

Any disputes arising out of this catalogue shall be governed by the laws of the Republic of India and will be subject to exclusive jurisdiction of the courts in Mumbai, India. In the event of any dispute arising out of or in connection with the subject matter of this catalogue, the Parties shall first endeavor to resolve such a dispute amicably within thirty (30) days after one Party has received notification from the other Party regarding such a dispute. Should the Parties fail to do so, then such dispute shall be settled by arbitration as per the procedure established under the Arbitration and Conciliation Act, 1996. The arbitration panel shall consist of three (3) arbitrators and the place of arbitration shall be in Hyderabad, India. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the Parties.

#### **16. General terms & conditions:**

- a) Any dispute on quality of material and bid cancellation shall not be entertained at any point after the auction.
- b) Materials shall be sold on “as is where is basis” and no complaint basis” for all lots.
- c) Lot transfer will not be allowed. Payment and invoicing has to done in the name of the H1 bidder, subject to the prices being approved.
- d) Material purchased should be the only material being lifted from the designated location. TATA PROJECTS LTD has the right to check any vehicle at any moment of time.
- e) If material lifted differs from the material that is purchased by the buyer, and then the buyer/authorized representative will be permanently debarred. Also TATA PROJECTS LTD can take any penal action against the buyer/authorized representative. All the material loaded in the vehicle is to be covered in order to follow the safety Compliance of TATA PROJECTS LTD. If the safety compliance is not followed, then TATA PROJECTS LTD can penalize the buyer/authorized representative as deemed fit.
- f) Successful bidder will be responsible for and agrees to indemnify TATA PROJECTS LTD, its affiliates and their officers, Directors and employees against any and all losses, claims, liabilities, obligations and costs arising out of any acts, omissions, negligence or violation of the obligations that are contained herein, all applicable laws and/or all security procedures that are put in place by TATA PROJECTS LTD and amended from time to time at the location of pickup for scrap materials

TATA PROJECTS LTD reserves the right to accept or reject any or all the bids without assigning any reason at any stage. The management reserves the right to withdraw at any stage from the sale after advertising or after issue of sale order/release order/intimation letter of any material with any quantity by numbers or weight at any stage without assigning any reason. Sale value for the material so withdrawn, if any paid by the buyer will be refunded (non-interest bearing). TATA PROJECTS LTD will not be responsible for any damages/loss whatsoever to the purchaser on account of such withdrawal.

Note-1- Those customers who is providing casual labors for loading in the Co. premises, ESIC or Group insurance policy of labors is mandatory else will not be permissible to work.

“Vehicles to be loaded as per RTO passing limit, over load is not allowed.”

Material is offered on “AS-IS-WHERE-IS” and “NO-COMPLAINT” BASIS. The offer is subject to availability of material at



Pls note: The materials should be delivered on a first come first serve basis to avoid lifting confusion.

Material Inspection notes – Customers are requested do the material inspection before the auction and check whether the material description mentioned in the catalogue is matching with the actual material at site (in case of mismatch customers should inform us for correction before the auction). After auction “No complain” would be entertained regarding material description/quality etc.

#### **17. Bid Validity:**

The bids quoted in on line auction **procedure of mjunction** will be valid for a period of 20 **(Twenty)** working days from the next working date of closure of the Online Auction.

#### **18. 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.

### **Requirements of participation in online Auction:**

**Registration:** Before participation in the Auction, interested Bidder shall be required to get registered with mjunction Services limited. For details visit [www.metaljunction.com](http://www.metaljunction.com) or get in touch with the concerned person from value junction.

**Documentation:** The following documents need to be submitted by the Bidder interested for participating in the Auction to mjunction Services Limited prior to the date of the Auction:

- Each page of this Catalogue to be signed and stamped by the authorized signatory of Bidder and to be submitted to mjunction Services Limited in hard copy & softcopy.
- New Bidders (not registered with mjunction) are requested to submit self-attested copies of their statement of Interest & supporting documents (refer below list) before participating in the Auction.

**TABLE - 3**

Type of Concern	Document need to be submitted
<b>Proprietorship Firm</b>	Statement of Interest
	Self-Attested Copy of Proprietor's PAN Card
	Address Proof - Self Attested copy - (Trade License /Voters ID /Driving License /Passport /Aadhar Card)
	Proprietor's Signature Verification from Bank
	Self-Attested Copy of Tax Registration Certificate
	Outside State - CST Registration - Self Attested Copy
	Self-Attested GST Acknowledgement Copy

	Statement of Interest
	Self-Attested Copy of PAN Card of firm
	Self-Attested Copy of all Partners PAN Card
	All Partners Signature Verification from Bank

<b>Partnership Firm</b>	Self-Attested copy of Partnership Deed
	Self -Attested Copy of Tax Registration Certificate
	Outside State - CST Registration - Self Attested Copy
	Self- Attested GST Acknowledgement Copy
<b>Limited Companies</b>	Statement of Interest
	Self- Attested Pan Card copy of Company
	Self -Attested Copy of Certificate of Incorporation

	Self -Attested Copy of Board resolution / Power of attorney stating who is authorized signatory for Company
	Self -Attested Copy of Tax Registration Certificate
	Outside State - CST Registration - Self Attested Copy
	Self -Attested GST Acknowledgement Copy

#### 4. Online bidding process:

- Client proposes to conduct the auction for sale of the material as mentioned in TABLE 2.
- In Dynamic Rank Seal bid with SBP Visible Forward Auction will be conducted lot wise.
- Bids shall be placed in INR only. Price to be quoted is basic, ex- location exclusive of taxes and duties.

#### 5. General Rules and Regulation governing conduct of online Auction on the Service Provider platform

##### **Introduction:**

This online forward Auction is being conducted for TATA PROJECTS Limited on the Auction Platform of mjunction services ltd.

The general rules and regulations provided herein govern the conduct of on line forward Auction arranged by Service Provider on its Auction platform. These rules cover the **roles and responsibilities** of the Bidders in the online forward Auctions on the Auction platform.

Bidders are advised to read through the key terms pertaining to the online forward Auction as provided in the Catalogue.

### **Role of Service Provider**

The role of the Service Provider is outlined below:

- i. It is the agency (operator) primarily providing the service of the forward auction to the Client.
  - ii. Finalization of the auction items in consultation with the Client.
  - iii. Defining of Bidding Rules for each auction in consultation with the Client.
  - iv. Enhancing Bidder awareness of and comfort with the auction mechanism and Bidding Rules.
  - v. Input of the Auction items and defining the bidding rule in the auction engine.
  - vi. Providing access to the Bidder(s) to participate in the Auction.
  - vii. Conduct or extension of Auction time in consultation with Client.
  - viii. Summarizing the Auction proceedings and communicate the outcome to the Client.
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The responsibility of fulfilment of the contract rests between the Successful Bidder and the Client and the responsibility of the Service Provider shall be restricted to the extent of the services provided by them.

### **Role of Bidder**

The role of the Bidder is outlined below:

- i. The Bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction.
- ii. The Bidder would be provided access to the Auction through a User ID protected by a Password. The Bidder needs to ensure that the User ID and Password is not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the "Service Provider" to keep their confidentiality. However, it would be Bidder's sole responsibility to ensure the security and privacy of the same and he/they would not hold the Client or Service Provider responsible in any manner whatsoever for any misuse of these user IDs and/or Password. Access to the auction mechanism shall be provided to all the approved Bidders subsequent to obtaining their written consent to the terms and conditions of this Catalogue.
- iii. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during online bidding shall render the Bidders liable for penal action as deemed fit by Client.
- iv. Successful Bidder shall commit to fulfil terms and conditions under this Catalogue.
- v. The Bidders shall bid based on the terms specified in this Catalogue and place their bid in the Auction

Engine in the manner specified by Service Provider. Bidders shall not stipulate any conditions on their own unless the terms of the catalogue expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered conditional bids & the Client retains the right of rejecting these bids.

### **Bidding Rules:**

The Bidding Rules refer to the information and terms defined specifically for a particular auction. The purpose of the Bidding Rules is to provide approved Bidders with the information and terms specific to the auction in which they are bidding. This would include, but not limited to:

- a) Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration
- b) Start bid price
- c) Price increments and any reduction in the price increment in the Auction in the event of inactivity
- d) Timings of Online Bid
- e) 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 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 consultation with the client. These details would be available to the Bidders on the Auction Engine at the time of bidding.

**Bidders confirm that they have completely understood and are fully aware of the Bidding rules for participation in the Auction process.**

### **Conduct of the Auction:**

Only those Bidders who have been declared as eligible to participate in the auction by the Liquidator/Client and intimated to the service provider and handed over stamped and manually signed Catalogue governing conduct of online Auction along with other necessary documents to the Service Provider prior to the start of online auction will be given login ID and password to enable them view and participate in online auction. The Auction shall be conducted on pre-specified date. The key terms pertaining to the conduct of Auction such as Start Time, Duration, End Time and Auto Extension Facility shall be specified separately for each Auction. Service provider retains the right to cancel or reschedule the Auction, with the approval of the Client, on any of the following reasons:

- The number of confirmed Bidders are deemed insufficient to conduct the auction
- Some of the confirmed Bidders are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown. Decision of the Client will be final and binding on Bidders in this regard.
- There are no bids, which are equal to or below start bid price.
- Any other reason which in the opinion of "Service Provider" or "Client" requires such action to be initiated.



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

Or

In case of situations where it is felt that continuance of the auction proceedings is prejudicial to the smooth conduct and / or the integrity of the auction process or due to Auto Extension during the Auction, duration may increase from specified period.

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

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

#### **Liability of Service Provider:**

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

- Any breach of terms and conditions of this Catalogue by any Bidder or the Client in the fulfilment of their obligations under the terms and conditions of this catalogue.
- 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. However, the Service Provider shall, after consultation with the Client, extend or revise the timelines for conducting the Auction again, if agreed by the Client.

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 and Bidders in accessing the Auction Engine and placing bids, etc. Bidders shall specifically indemnify Service Provider from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are undertaken by Service Provider to assist the Bidders in participation but the ultimate responsibility on all these counts lies totally with the Bidders.

#### **Right of the Client:**

The Client reserves the right to partially or totally accept or reject any / all bids placed in the online Auction without assigning any reason whatsoever. The decision of the Client would be final and binding on the Bidder in any such case. Client shall not be liable to the Bidder for cancellation/termination/rejection of the bid at any stage of the Bidding process.

Bidders waive of the right to claim the authenticity of the Auction and shall not raise any dispute vis-a-vis the successful bid accepted by the Client.

Client shall not have any liability of any kind in case of delay due to reasons not attributable to either the Bidder or Bidders or Service Provider.





### **Confidentiality Clause:**

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

Interested Bidders are advised to read through the key terms pertaining to the online forward Auction as provided here.

### **Definition of Key Terms**

**“Auction”** shall mean Online Auction forum where the sale for one/more lots of an item is stated and the participants (Bidders) are required to bid on an electronic platform up to the price to be selected to purchase the requirement.

**“Auction Engine”** shall mean 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.

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

**“Bidder” or “Bidders or Customers”** shall mean entity or entities participating in the Auction, intending to buy item/s from the Client. To become a Bidder in the Auction, a business entity has to provide written assent to all terms & conditions of this Catalogue as well as fully fill up the Letter of Interest.

**“Bidding Rules”** shall have meaning as set forth in this Catalogue.

**“Business Day”** shall mean a day which is not a Sunday, Saturday or any other day declared as a public Holiday by the Central Government

**“Catalogue”** shall have meaning as set forth in this catalogue.

**“Change in Law”** means after the date of this Catalogue (i) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any Law in India, or (ii) a change in interpretation of any Law in India by a Competent Court of law, tribunal or Indian Government Instrumentality provided such court of law or Indian Government Instrumentality is the final authority under the Law in India for such interpretation, or (iii) change in any consents, clearances, approvals or licenses available or to be obtained for scope of work envisaged in this Catalogue, other than for default of the Bidder claiming such change, which results in any change in any cost of performing the scope of work as per this Catalogue, but shall not include any change in taxes and duties including Corporate Tax and / or personal Income Tax or any such event to the extent that its effect is the imposition of or a change in any Tax.





**"Client" or "Liquidator"** shall mean TATA PROJECTS LIMITED.

**"Service provider"** shall mean mjunction service private limited.

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

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

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

**"End of the Auction"** shall refer to the termination of the auction proceedings signaling an end to the price discovery process.

**"H1 Buyer"** shall mean the Bidder who has emerged as the winner on completion of the auction process by quoting the highest price subject to the terms and conditions.

**"Online Auction"** shall mean those auctions conducted through the internet with the Bidders (from one or more locations) simultaneously bidding to be selected for supplying the item/s on auction. In other words, the venue for the auction is on an Internet website/ platform. The Service Provider's website assigned by "Service Provider" would constitute venue for the purpose of the online auction.

**"Preview Time"** shall refer 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.

**"Rs"** shall mean means the lawful currency of India.

**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.

**"Site" shall mean** TATA PROJECTS Limited.

**"Supporting Documents"** shall have meaning as set forth in this Catalogue.

**"Successful Bidder" shall mean** H1 Buyer whose price has been accepted by the Client, under the terms of the Auction and/or as per those terms and conditions by TATA PROJECTS LIMITED.

**"Supervisor"** shall have meaning as set forth in this Catalogue.

**Timings of the Online Bid:** All the timings of the Online Bid shall be based on the time indicated by the server hosting the Auction Engine. It shall be the endeavour of Service Provider to ensure that the server time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the server time and the Indian Standard Time, the functioning of the Auction Engine (launch, operation, and





closure) would be guided by the server time. Bidders are advised to refresh both the windows of the Auction Module check the exact server time (displayed in both the Windows).

“Time Limit” shall have meaning as set forth in this Catalogue.

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### Signed in acceptance of the above terms and conditions

Name:

Signature

Designation of signatory

Date

Place

Telephone / FAX no. \_\_\_\_\_

\_\_\_\_\_

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#### Force Majeure:

Seller will not be in any way responsible for failure to deliver the goods as per delivery schedule due to force majeure cause such as strikes, lockouts, cessation of work, labour problems, shortened hours, epidemic & Pandemic acts of God or other causes or contingency whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically be extended accordingly.

#### Accidents:

1. Seller/mjunction will not be responsible for any injuries caused due to accident within the factory premises or at the place of work of the owner either to the buyer or his representatives / labour etc. and the bidder will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the bidder to provide necessary safety appliances (like hand gloves/safety shoes etc.) to the labourers, who are engaged for taking delivery of the materials. Seller/MJUNCTION will not be liable for any claim & purchaser shall keep Seller/mjunction fully indemnified & harmless against any claim and proceedings of any their own or against the employees or others.
2. Seller/mjunction will not be liable for any claim and purchaser shall keep Seller/MJUNCTION fully indemnified and harmless against any claim and proceedings on their own or against the employees or others.
3. The Buyer will employ his own labor and means; at his own cost and risk for removal/ collection/ shifting of scrap as per schedules and payment of wages/compensation to the laborers will be the sole responsibility of the buyer. The purchaser

shall ensure that his workmen do not loiter around within the stores area of the factory areas. They shall not touch any material except those material shown to them. If any of his workmen is even found violating this restriction, the purchaser shall be responsible for making good the loss to the owners on which their decision shall be final and binding.

### **PHOTOGRAPHS**

Please note that all the photographs used in the catalogue are for reference only. The actual condition of the material may differ from the photographs. All the interested customers are strictly advised to inspect the physical condition of the material on site and then participate in the auction and place bids according to their understanding on the material through inspection. Please do not place bid only viewing the photographs of the material. No complaints regarding the quality, quantity or any other issues regarding the materials will be entertained once the auction is started.

