

Basic Details

Online auction for the sale of M/s. **GUJARAT STATE CO-OPERATIVE MARKETING FEDERATION LTD**
from **(GUJCMACOL)** dated 08.08.2024

Catalogue Code	VJ24875781
Auction Type:	English No-Ties
e-auction website:	auction.metaljunction.com
Auction reference no.	FA01 GUJCOSOMAL Ginning unit Mehsana
Seller:	M/s. GUJARAT STATE CO-OPERATIVE MARKETING FEDERATION LTD
Location of materials with address:	Near RTO Office, Palavasana Road, Mehsana
Latest Version	01
Contact Details	Mr. Vipul Bhai/ Mob no 9725204139 (For material inspection) Mr. Jayanty Bhai/ Mob no 9998013608(For material inspection) Mr. Kamlesh Bhai Patel/ Mob no 7043005595
Auction Duration	60 minutes.
Auto Extension	Auto extension is 5 minutes (Refer Auto Extension Clause)

Critical Timelines:

Activity	Date
e-auction publish date	23.07.2024
Date for e-auction /Time	08.08.2024 /Online forward auction will commence at 03:00 PM
Last Inspection Date/Time	07.08.2024 /10:00 Hrs. to 17:00 Hrs. with prior appointment with concerned person from mjunction services limited
“Declaration” submission date (All bidders shall mandatorily submit the declaration to participate in auction, within this date. Beyond 07.08.2024, no declarations will be accepted)	07.08.2024
Expression of interest	Please refer page no 15(Buyer has to submit EOI)
Recommended date for Pre-Bid EMD submission	07.08.2024
Bid Validity (Calendar Days)	10 days

Material Details:

LOT NO	MATERIAL DESCRIPTION	QTY	UOM	GST	TCS	Pre-bid EMD
01	Lot no 1 Ginning unit- as per annexure I	1	Lot	18%	0.01%	5,00,000/-

Note: Rates EXW GUJCOMASOL Mehsana

Detailed materials list is mentioned as Annexure I.

- Price to be quoted in eAuction is exclusive of Taxes & Duties.
- Sale is on `AS IS WHERE IS' basis and hence bidders are required to inspect the materials before bidding and they should fully satisfy themselves as to the nature of the materials. No claims / complaints on this account will be entertained at a later date either by mjunction or seller.

Auction Strategy.

Auction will be conducted using auction methodology of English No-Ties Forward Auction.

Proxy Bidding Mechanism:

It is encouraged to use “proxy bidding” feature. This feature enables a bidder to set a bid amount higher than the SBP(start bid price) or prevailing H1 price up to which system will bid on behalf of the bidder in steps of bid increment. The Proxy amount is not known to anybody except the bidder himself.

Proxy bids can be enabled any number of times in the system. In case of a tie, between a normal and proxy bid, system shall declare the proxy bid as the winner.

In case of a tie, between multiple proxy bids, then the proxy bid set earlier will be declared as H1 bidder.

1. Online bidding process:

- All the mentioned items/equipment will be auctioned as per the UOM mentioned in the material list.
- Bid Validity:** The bids quoted in online auction procedure of mjunction will remain valid for a period of 10 days from the date of Auction. The seller may request further extension in case of any unforeseen and unavoidable situation. Successful Bidder (H1 Bidder) shall be intimated through issuance of Sale Intimation within the Bid Validity Period of Seller’s acceptance to the Bid. Unless otherwise stated in Contract, the date of issuance of Sale Intimation (i.e., Sale Intimation Letter Date) shall be the Effective Date of Sale Contract to be signed between the parties as per the terms and conditions mentioned herein. Failure on part of Successful Bidder to sign the Sale Contract within 15 days of Sale Intimation Date may be treated as a material breach of auction / bidding terms and consequences thereon for dis-honouring of Bid shall apply which shall without prejudice to other legal rights of the Seller include forfeiture of Pre-Bid EMD and delisting or debarring of party from future event participation. Seller may further proceed to award the Sale Contract to any other third party without any recourse to the H1 Bidder.
- After approval of the lot, H1 bidder must acknowledge/accept the receipt of sale intimation letter to mjunction within 48 hours from the date of issuance of the letter through e-mail.
- It will be at the sole discretion of the Seller to accept or reject the BID placed in the online auction or cancel the entire bidding process without assigning any reason.

- v. With the submission of bid (s) by the Buyer, it shall be deemed to be understood that the Buyer has inspected the material and has satisfied himself fully about the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to the-auction. No complaint whatsoever on the points referred to above or any other points with regard to material will be entertained after the submission of the bid.
- vi. Reauction of the materials within the Bid Validity period is not permissible till such time the Bid is approved or rejected by the Seller.

Requirements for Participation

- a. **Registration:** For participation in the e-Auction, a prospective bidder shall be required to get registered with mjunction auction portal and submit required Pre-Bid EMD. For registration, visit www.metaljunction.com or get in touch with the concerned person from mjunction services limited.
 - Earnest Money Deposit (EMD): Non-Interest-bearing pre-bid EMD of **Rs. 5, 00,000.00 (Rupees Five Lakh only for all lots and all locations)** to be deposited through RTGS/NEFT in the account details mentioned below.

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 alphanumeric 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.
 - 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 his company letter head duly signed and stamped.
 - Scan and e-mail to: It is the responsibility of the bidder to submit the pre-bid EMD 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.
- b. **Declaration:** It is mandatory for all interested bidders to submit a declaration sheet duly filled and stamped with mjunction via email prior to auction.
 - c. **Pre - Bid EMD:** It is recommended that all interested bidders deposit the non-interest-bearing Pre-bid EMD at least a day before the auction date. The Pre-Bid EMD amount will be held by mjunction and refunded post successful lifting of materials and clearance from site location.
 - d. **Safety Measurement Criteria for Bidders:** Bidder must meet the safety requirements as per the Seller’s Safety Terms and Conditions attached herewith.
 - e. **Requirement to avail Onsite Inspection:**
 - i. It is mandatory for all interested bidders to inspect the materials at site. (For Example: If Company A goes for inspection, then the participation in the auction should be in the name of Company A only).
 - ii. Bidders are required to submit Expression of Interest (EOI - Annexure III) for inspection of materials. Inspection will only be permitted by giving prior notification to the mjunction team before the proposed date of visit. Refer to the Expression of Interest document for inspection appended below in this catalogue.
 - iii. Expression of Interest (EOI) for inspection to be provided by the Bidder upon prior confirmation of mjunction.

- iv. EOI must be filled up with required details and mailed to: Ghosh.Tousik@mjunction.in
- v. No Inspection of materials will be allowed to the H1 bidder after the auction has been completed.
- vi. Once a slot for inspection is confirmed to the bidder, thereafter no further changes in slot timing will be acceptable.
- vii. A bidder can inspect the material in only 1 slot. A maximum of 4 representatives from the interested company can visit the site for inspection.
- viii. Bidders visiting the site are required to carry the following documents:
 1. Government approved Photo identity proof of each visitor.
 2. Duly filled, stamped & signed EOI.
- ix. Travel dates / visiting dates should not be raised without confirmation from mjunction through email.
- x. Site visit shall be allowed only to the authorized persons whose names have been pre-approved by mjunction for the site visit.

Terms & Conditions:

1. **Payment Terms:** Buyer need to make payments as per below mentioned TABLE.

Sl. No.	No. of instalments	Timeline of payment (Including all taxes & duties) (from the date of Sale Intimation Letter Date)	Dismantling / Lifting
01	1st instalment (50% of the total material value with taxes & duties) 2nd instalment (Balance 50% of the total material value with taxes & duties)	Within 5 days Within 10 days	After 100%, payment buyer can start dismantling. Entire material needs to be lift within 30 days

Client bank details: Will be provided to H1 Buyer post auction.

2. **Payment Terms:**
 - Days would mean calendar days.
 - After making the e-payment, Buyer needs to intimate the transaction details through email to mjunction/seller for verification and subsequent action.
 - In case, the last day of payment happens to be Closed Holiday for seller/mjunction or the Banking Institutions, the next working day will be taken as the day of payment without late payment charge.
3. **Work Completion Schedule:** The entire Work of dismantling & lifting of all segments of the items under disposal under this tender and clearance / leveling of the site shall be completed **no later than 1 months from the Effective Date.**
4. **E-auction lot Status/result:**
 - Confirmation mail will be sent to the H1 Bidder post the completion of the Auction mentioning that the customer is H1 Bidder & the lot confirmation is subject to approval by seller.
 - Post getting approval from seller, Sale Order (SO)/ Lot confirmation Letter will be issued to the H1 Bidder with the details of payments & the timeline for giving the payments.

5. Upon acceptance of the auction price by the client, a sale contract will be executed by and between the Client and the buyer and thereafter requisite payments to be made by the buyer to the Client as per the terms and conditions of the auction catalogue.
6. Both Parties shall thereon mutually agree on a billing break-up schedule reflecting fair allocation of value to each item considering the total contracted sale value. Also, a dismantling sequence / lifting schedule shall be mutually agreed (which shall be generally in line with the dismantling schedule submitted along with the Bid) such that it complies with the overall agreed completion schedule mentioned above. Dismantling / lifting outside the agreed sequence shall not be permitted.
7. Against acceptance / signing of the Sales Contract by Buyer and receipt of complete amount towards the 1st instalment of payment, lifting orders / delivery orders will be issued by the Seller for dismantling and lifting activities in accordance with the payment terms above.

8. **Taxes and Duties:**

- All taxes or other levies charged under the State, Central or local laws as applicable on the date of delivery shall be payable by the purchaser in addition to the sale value and must be deposited along with the balance purchase money as part of the purchase price.
- At the time of lifting/delivery of the material, if there is any change in regard to the rate of GST and any other taxes, then the same will be brought to the notice of the buyer/bidder/purchaser and will be charged extra to the buyers/bidder/purchaser account.
- If payment against basic cost only is deposited and amount of GST, TCS and late payment fee, if any, etc. is not deposited by the buyer, then the seller/stockholder at its own discretion shall issue relevant site delivery order for reduced quantities after adjusting the GST, TCS and late payment fee, if any, etc.

9. **Security of the material:**

- i. The security of the material in the Unit from the date of issue of Sale Intimation Letter onwards becomes the responsibility of the Buyer.
- ii. The Client will provide necessary approval to the Buyer to place his own security to safeguard the material in the premises of the Unit at the Buyer's own cost & expenses.

10. **Refund**

- i. The Pre-Bid EMD of H1-Bidder shall be retained by mjunction services limited and released post successful lifting of the materials from the site & contract is closed. Buyer to submit a request letter for release of Pre-Bid EMD post completion of lifting to the Seller.
- ii. Pre-bid security of all other bidders will be released in the free pool account post completion of e-auction event.

9. Penalties:

1. Failure on part of Successful Bidder to sign the Sale Contract within **10 days** of Sale Intimation Date may be treated as a material breach of auction / bidding terms and consequences thereon for dis-honouring of Bid shall apply which shall without prejudice to other legal rights of the Seller include forfeiture of Pre-Bid EMD and delisting or debarring of party from future event participation.
2. The entire Pre-Bid EMD amount will be forfeited if the H1 Buyer fails to deposit remaining Security Deposit amount within the stipulated time.
3. The entire Pre-Bid EMD amount will be forfeited if the H1 Buyer fails to deposit total material value amount including all applicable taxes within the stipulated time
4. In the event of any default, apart from the above forfeiture clauses, the Bidder's / Buyer's user id will be disabled, and the Bidder's / Buyer's will be blocked from participating in any auction of Seller with immediate effect.

5. If the successful bidder/Buyer who is awarded contract fails to lift the materials in full within the stipulated period, then Seller / mjunction services limited reserves the right to foreclose/cancel the contract, and in such an event, the entire amount available with mjunction services limited / Seller, under any account head, including the CPBG shall be forfeited.

6. If the dismantling & lifting is not completed within the stipulated timeline, overstay rental charges at the rate of 0.5% per week or part thereof shall be payable by the Buyer to the Seller. However, if the Buyer fails to complete the work and clear the site beyond 01 months from the Effective Date, it may be treated as a material breach of contract and Seller shall be within its right to terminate the contract and forfeit the CPBG and the balance money remaining in account for materials not dismantled and/or not lifted and get such work done by other agencies at the risk and cost of the Buyer

10. Insurance:

The H1 buyer shall take an insurance, safeguarding the client from damage to material & manpower. Buyer shall take all necessary insurances of adequate sums to cover all its manpower / material / resources including 3rd party general liability insurance / workmen compensation as may be applicable. In the event of any loss or damages or any accident etc., Buyer shall make all claims directly with the insurer. The differential amount after settlement of claim shall be borne by the Buyer. Seller shall not be held responsible for loss or damage to any material or equipment or to any personnel of the Buyer including but not limited to Disposed Material whether such loss or damage is caused by accident or otherwise.

The Buyer must submit to the Site-in charge of the Seller, a certificate in duplicate, from the Insurance Company, covering each type of insurance, stating that none of the issued policy will be cancelled without the written consent of the Site-in-charge. The Buyer shall name the Seller as a co-beneficiary in each policy in addition to itself as the insured entity. Insurance shall be taken from reputed firms only, preferably from government owned insurance companies or from the insurance companies duly approved by the Seller.

Details of the Insurance are mentioned as Annexure IV.

11. Safety Measurement for Hazardous Materials:

The Buyer shall be fully responsible for disposal of any waste / hazardous waste generated / found during the performance of the Works in compliance with the MOEF & CC / Central Pollution Control Board / State Pollution Control Board at its own cost and risk. To ensure disposal of hazardous waste in an environmentally friendly manner, PCB certificate of either the H1 bidder or their partner will be acceptable. Buyers have to obtain permissions from State PCB wherever required before the disposal of the material. Buyers have to submit a detailed plant for disposal of each type of waste in accordance with the law before the start of the work and same shall be approved by Environment Department. After removal of the Disposed Material, reasonable levelling / flattening / cutting off any protrusions etc. shall also be carried out by the Buyer considering the overall safety of the workplace / Site.

The Buyer shall be fully responsible for disposal of any waste / hazardous waste generated / found during the performance of the Works in compliance with the MOEF & CC / Central Pollution Control Board / State Pollution Control Board at its own cost and risk. To ensure disposal of hazardous waste in an environmentally friendly manner, PCB certificate of either the H1 bidder or their partner will be acceptable.

After removal of the Disposed Material, reasonable levelling / flattening / cutting off any protrusions etc. shall also be carried out by Buyer considering the overall safety of the workplace / Site.

The buyer has to share the invoice copy with the Seller of selling Hazardous item to their Hazardous customer.

General Terms & Conditions: -

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

Introduction:

This Online Forward Auction is being conducted for Seller (herein after referred as the ‘Client’) on the Auction Platform of mjunction services ltd, (herein after referred as ‘Service Provider’).

The General Rules and Regulations provided herein govern the conduct of online Forward Auctions arranged by “Service provider” on its Auction Platform. These rules cover the **roles and responsibilities** of the parties in the online Forward Auctions on the Auction Platform.

Acceptance to these General Rules and Regulations governing conduct of online auctions of the client is a pre-requisite for securing participation in the online auctions.

DEFINITION OF KEY TERMS

Auction

Auction refers to a forum where the requirement for one/more items are stated and the participants (customers) are required to bid the price to be selected for supply of the items /materials as requirement.

Auctioneer

The Online Auction service provider, in this case **mjunction services limited**.

Online Auctions

Online auctions refer to those auctions conducted through the Internet on the auction platform of mjunction services limited with the customers (from one or more locations) simultaneously bidding for the purpose of selection of supplying/buying the items / materials on Auction.

Award at the Auction

In a single winner format, the customer quoting the highest price is normally allotted the item / materials upon being declared as the H1 Bidder.

Client

Client is the individual/business entity who has entered into an agreement with "Service Provider" to conduct such auction. In case of auction, the purpose would be the genuine intent to sell the selected item / materials 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 items / materials from the Client. To qualify as a customer in the auction, a business entity has to secure client’s approval for participation and accept 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. GST + 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 to check the exact Server Time (displayed in both the windows).

Start Time

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

Duration of the Auction

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

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 mentioned in the first page of the catalogue.** "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 indicating 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.

Role of "Service Provider"

The role of the service provider is outlined below:

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

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

Role of Bidder

The role of the bidder is outlined below:

- i. The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction
- ii. The bidder would be provided access to the Auction through a “User ID” protected by a “Password”. The bidder needs to ensure that the “User ID” and “Password” is not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the “Service Provider” to keep their confidentiality. However, it would be bidder’s sole responsibility to ensure the security and privacy of the same and he/they would not hold the “Client” / “Service Provider” responsible in any manner whatsoever for any misuse of these user IDs and/or Password. Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the General Rules & Regulations and the. Payment of Pre- Bid Earnest Money Deposit (EMD) as decided by the client before the start of the Forward auction will be one of the necessary conditions for participating in the auction.
- iii. Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine and as per the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during online bidding shall render the bidders liable for penal actions deemed fit by “Client” / “Service Provider”.
- iv. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfil outlined obligations under the contract.
- v. The bidders shall bid on the terms specified by the client & place their bid in the auction engine in the manner specified by “Service Provider”. The bidders shall not stipulate any conditions on their own unless the terms of the client (the client’s terms & conditions) expressly permit such conditions being stipulated by the bidder. Bids entered with conditions attached shall be considered Conditional bids & “service provider” retains the right of rejecting these bids even without intimating the client.

Bidding Rules

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

- i. Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration
- ii. Start Bid Price
- iii. Specified Unit for Bidding
- iv. Price Increments and any reduction in the price increment in the auction in the event of inactivity
- v. 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. These details would be available to the bidders on the Auction Engine at the time of bidding.

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

Conduct of The Auction:

Only those bidders who have been approved by mjunction and shared soft copy of the stamped and signed declaration via email along with required Pre -Bid EMD amount and other necessary documents to the “Service Provider” prior to the start of online auction will be given “Login ID” and “PASSWORD” to enable them view and participate in online auction. The Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Auction such as “START TIME”, “DURATION”, “END TIME” AND “AUTO EXTENSION FACILITY” shall be specified separately for each Auction. “Service provider” retains the right to cancel or reschedule the auction, with the approval of the concerned representative of the Client, on any of the following reasons:

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

auction

- Some of the confirmed bidders are unable to access the module due to infrastructure problems such as sustained power failure or telecommunication breakdown.
- There are no bids, which are equal to or below Start Bid Price.
- Any other reason which in the opinion of “Service Provider” / “Client” requires such action to be initiated.

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

Or

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

Or

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

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

- Cancellation/pre mature termination of the auction with/without a subsequent rerun of the auction on a mutually decided date
- Cancellation of a bid
- Locking/deactivate a bidder’s account (suspension of operations in the account), etc.

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

The best price communicated by the bidder will have to be authenticated by written confirmation or fax to the “Service Provider” and will be kept confidential between the “Service Provider” and the bidder. Bidder will be bound by the price offered. Price quotation(s) received at any point of time through any mode other than the online auction will not be entertained by mjunction services ltd or the client.

Liability of “Service Provider”

In no event shall Service Provider nor any officer, employee, affiliate, director, shareholder, agent, sub-contractor (including without limitation technology providers and suppliers) acting in its capacity of providing services be liable to the Bidder or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, or lost profits, earnings, or business opportunities, or expenses or costs, even if advised of the possibility thereof, resulting directly or indirectly from, or otherwise arising (however arising, including negligence) out of the use of the services or in course of participation in the online e-auction by the Bidder, including, but not limited to, damages resulting from or arising out of the omissions, interruptions, errors, defects, delays in operation, non-deliveries, mis-deliveries, transmissions by third parties, resulting in any failure of the performance of the portal; (or the negotiations or discussions conducted in anticipation of any agreement); the termination or suspension of Bidder’s user id and password by Service Provider pursuant to specified terms and conditions; the failure, or alleged failure, of any product or service purchased or transferred pursuant to the portal to conform to any specifications or terms, whether published on the portal or not; the breach, or alleged breach, of any warranty, express or implied, relating to any such product, service or shipment; or government restrictions, strikes, war, any natural disaster or force majeure including any delays in initiating the online auction or postponement/cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

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

Right of The Client:

The Client reserves the right to partially or totally accept or reject any / all bids placed in the Online Auction without assigning any reason whatsoever. The decision of the client would be final and binding on the bidder in any such case.

Intellectual Property Rights:

Service Provider (or its affiliates, as applicable) owns all right, title and interest in and to (a) it’s Intellectual Property Rights (“Service Provider’s IP”), (b) the source materials and Services (including, without limitation, all images and electronic versions thereof), and all Intellectual Property Rights and industrial property rights in or related thereto, (c) all emails and other messages or communications of any type sent by or to Service Provider and/or its affiliates hereunder, (d) all passwords and user IDs, and, (e) to the extent not included in the foregoing (and provided that the same do not otherwise constitute Client’s property), the look and feel and all content, text, graphics, images, illustrations, multimedia images or animation, files and other audiovisual or other works or materials or objects included in, accessed through or displayed, generated or served by the Service Provider’s systems, gateways or portals, and all Intellectual Property Rights in or related thereto. Service Provider owns, retain and have all right, title and interest (including ownership of copyright) in and to modifications or enhancements of Service Provider’s IP, information and systems or other software platform, tool, testing tools, know-how, methodologies, processes, technologies or algorithms and related documentation owned by Service Provider, or licensed or leased by Service Provider, and used to provide the Services and relating to the Portal. The Bidder acknowledges (and shall cause the Bidder’s agents and the employees of the Bidder and the Bidder’s agents to acknowledge) that Service Provider, and the assigns of Service Provider, shall have the right to obtain and hold in their own name any copyrights in and to such modifications or enhancements. The Bidder shall not commit any act or omission which may conflict and or infringe the Service Provider’s IP rights.

Confidentiality Clause:

“Service Provider’s Confidential Information” shall mean and include (a) any information of Service Provider not generally known to the public (i) which Service Provider marks as, or claims to the Bidder to be, trade secret information, (ii) which is recognizable by its nature to be a trade secret or proprietary, or (iii) which the Bidder knows is deemed by Service Provider to be its trade secret or proprietary information, including Service Provider’s IT systems,

Portal, website and all intellectual property rights included therein, user IDs, passwords, and digital certificates, standard operating procedures and any other proprietary information concerning Service Provider, its sales, personnel or accounting procedures, accounts, operations, devices, techniques, methods, business plans, software (regardless of its state of completion or form of recordation), data processing programs, data bases, models, product proposals, internally devised technology, system or network architecture or topology, secret processes, products, capacities, systems, security practices, research, development, machines, inventions, and research projects and other means used by mjunction in the provision of Services to the Bidder and in the conduct of business, whether developed, acquired or compiled by Service Provider and (b) Bidder's proposals, financial information, source or object code, documentation, manuals, studies, customer and product development plans and any other materials or information based thereon and information regarding Service Provider, Service Provider's businesses plans, Service Provider's policies, procedures, and products; all data, reports, analysis, marketing strategies, sales estimates, and performance results, developed or derived in connection with the operation of the Portal (c) All bidding customer's properties, documents and records used for business purpose of Service Provider and all intellectual property rights of Service Provider. The Bidder and their respective agents represent and agree that, except for matters of public record, they will keep the terms and contents of the document confidential, and that they will not hereinafter disclose the terms and conditions of this document to other persons except as compelled by applicable law or to individuals who have a need to know about this Document and its contents, such as Bidder's Agent, Representatives, Assigns all of whom shall be informed and bound by this confidentiality clause. In no event will any Bidder or its representatives or assigns will make or cause to be made any comment, written statement, or press release to any member of the media concerning the fact of this terms & conditions or the substance or terms of this settlement.

Damages and Indemnification

The Bidder agrees that the Service Provider, its officers, directors, employees, contractors, and agents shall have no liability to the Service Provider or to any third party, including, without limitation, the Bidder's customers or vendors, arising out of the use or sale of any products or services produced, marketed, advertised, sourced, sold or distributed on Service Providers Platform, or for any other claims arising out of the production, marketing, advertising, sourcing, sale or distribution of such products or services, whether the Services have been utilized in relation thereto or not. Without limiting the generality or effect of other provisions of this terms & conditions, as a condition of use for participation in the online e-auction, the Bidder agrees to indemnify, hold harmless, and defend Service Provider and its parent companies, subsidiaries, affiliates, suppliers and their officers, directors, affiliates, sub-contractors acting in their capacity of providing services including Service Provider's, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages incurred by any Indemnified Party in connection with any third party claims arising out of the conditions set out hereunder.

Force Majeure

Service Provider shall not be liable to the Bidder or to the Bidder's Agent, Representatives, Assigns for any delay or non-performance of its obligations under this Contract arising from any cause beyond its reasonable control including any act of God, governmental act, act of any regulatory authority, supervening illegality, war, malicious damage, fire, flood, explosion, power blackout, breakdown of any equipment, loss of utility, civil commotion, industrial dispute, pandemic, epidemic, acts or omissions of telecommunications or data communications operators or carriers or of any other third parties or, in relation to Service Provider (to the extent not directly attributable to Service Provider's gross negligence), any technical or other problems affecting any operation of the Services (a "Force Majeure Event").

No Warranties

Except as expressly provided herein, Service Provider neither makes nor provides any representation or warranty, express or implied, as to the services or any software, equipment or systems, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, or arising from course of performance or course of dealing, or that the services shall be provided error-free or uninterrupted. Service Provider makes no representation or warranty with respect to, and shall not be responsible or liable for, any (a) corruption, damage, loss or mis-transmission of data, (b) security of data during transmission via public telecommunications facilities or (c) of the content of any data provided by Bidder / Client or their respective representatives and or their agents.

Consents, Approvals and Requests

The Bidder or Bidder's Agent, Representatives, Assigns shall give all consents and approvals as may be required under this Contract and such consents and approvals shall not be unreasonably withheld or delayed, unless stated otherwise in this Agreement

Jurisdiction

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

Severability

If any one or more provision of this Contract / document is declared invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of the remaining provisions of this Contract / document will not in any way be affected or impaired thereby.

It shall be implied and taken for granted that the Bidder has carefully gone through and understood the terms and conditions of e-Auction including the amendments if any, till the time of auction. No complaints or objections shall be entertained by the Bidder/ Seller and/or the authorities after the auction is opened /concluded.

Contact Details for FSD Team: Annexure 1.

SI No	FSD	Indicative Territory	Contact Details	Email ID
1	Akash Chakraborty	West Bengal, Assam & other Northeast Region	7605090372	chakraborty.akash1@mjunction.in
2	Kamlesh Verma	Rajasthan, Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir	7605090375	verma.kamlesh@mjunction.in
3	Khizer Fakih	Maharashtra, Gujarat & Goa	9147178852	fakih.khizer@mjunction.in
4	Mitesh Giradkar	Chhattisgarh & Madhya Pradesh	7596040406	mitesh.giradkar@mjunction.in
5	Prabhat Singh	Delhi, Uttar Pradesh & Uttarakhand,	7596059533	prabhat.singh@mjunction.in
6	Srinivas R	Karnataka, Tamil Nadu, Kerala, Andhra Pradesh & Telangana,	8777487843	srinivas.r@mjunction.in
7	Satish Kumar	Odisha	9147074862	satish.kumar1@mjunction.in
8	Suvanil Mukherjee	Bihar & Jharkhand	9147018225	mukherjee.suvanil@mjunction.in
9	Kulkant Shukla	FSD Team Coordinator (All Region)	----- ---	kulkant.shukla1@mjunction.in

Inspection & Query Related to the Auction Terms:

SI No	Inspection & Query	Contact Details	Email ID
1.	Mr. Tousik Ghosh	7596099117	Ghosh.Tousik@mjunction.in
2.	Mr. Biswajit Banerjee	8584008276	biswajit.banerjee1@mjunction.in
3.	Mr. Akhilesh Maurya	7738702514	Akhilesh.mauryamjunction.in

Detailed materials list
Annexure I.

SI No	SEGMENTS	QTY
1	273 mm OD MS pipe -Old	21 Mtr.
2	National make Double Roller Cotton Ginning machine with motor (no name plate available, considered 2.2 KW/ 3 HP AC motor and gear box	18 Nos
3	Ginning Machine Central Trolley	2 nos.
4	100 X 50 mm Channel	96 Mtr.
5	Compressor	1 no
6	100 X 50 mm Channel	66 Mtr
7	273 mm OD MS pipe -Old	90 Mtr.
8	600 mm width 6 mm thick MS sheet platform	44 Mtr.
9	380 mm width 6 mm thick MS sheet platform	88 Mtr.
10	3.5 Core 6 sq mm CU conductor unarmoured PVC copper cable running throughout the plant for feeding different motors and blowers	1500 Mtr
11	Screw conveyor	10.2 Mtr.
12	Screw conveyor	48.6 Mtr.
13	Unequaled for bulk removal of sticks, hulls and leaves from machine picked or stripped cotton located at the back side of the DR ginning machines hall. For 18 DR Gin used 48" model. Motor capacity 12.5 HP	1 no
14	IMPACT CLEANER- Seed Cotton Cleaner lying outside of DR ginning hall. For 18 DR Gin used 48" model with 10 HP motor	1 no
15	Electrical distribution panel -1	1 no
16	Electrical distribution panel -2	1 No
17	273 mm OD MS pipe -Old outside DR ginning room	30 Mtr.
18	Bucket conveyor outside the 18 DR ginning room	5.2 Mtr.
19	Screw conveyor from the 18 DR ginning room to bucket conveyor	14.5 Mtr.
20	Back side of the 18 DR ginning room dust collector with blower and 273 mm OD MS pipe	2 nos.
21	273 mm OD MS pipe from the back side of 18 DR ginning room to Clean room	18 Mtr.
22	273 mm OD MS pipes in three clean room	66 Mtr.
23	Vacuum collector in clean rooms with motor	3 nos.
24	273 mm OD MS pipes from clea room to Press room	56 Mtrs
25	Press include hydraulic power units, press operating consoles, press console monitoring light system, optional and accessory equipment. Hydrolic motor capacity 74.57 KW CG make	1 no
26	All loose items including support structure of the equipment lying in clean room, outside of ginning room, clean room and press section	1 lot
27	Lathe machine	1 no
28	All store items that includes around 22 nos. motors of different size, gear boxes, Electrical cables both Al and CU, bearings, structural steel, steel racks, and all other loose items	1 lot
29	Seed silo bucket conveyor including structural weight staircase holding structure	1 No
30	Seed silo conveyor belt including holding structure and belt	1 No
	Total	

Annexure II
EXPRESSION OF INTEREST FOR INSPECTION

To
The Manager
valuejunction
mjunction services limited
Godrej Waterside, Tower1
Block DP, Sector-V, Salt Lake
Kolkata-700091

REF.:

Dear Sir,

As we are interested in participating in the upcoming online auction of **Ginning Unit**, we want to visit the site for detailed Inspection on_____.

We agree to follow all the safety norms of **GUJCOMASOL** inside the Site during inspection. We are made aware that the Inspection by our company at the site is to be completed by us within a maximum time of **one** day and by a maximum of **four** people. Multiple inspections are not allowed.

We are providing the details of the personnel who will be visiting the site on behalf of our company and submitting their official photo identity proof.

- (A) Name of the Company :
(B) Address :
(C) Name of the Proprietor/CEO/MD/Director:
(D) Contact Telephone No :
(E) Mobile No. :
(F) FAX No. :
(G) E-Mail :
(H) Company PAN No. :

I/WE CONFIRM THAT I/WE ARE AWARE ABOUT THE TERMS & CONDITIONS FOR INSPECTION AND THE ITEMS ON OFFER.

The Name & Detail of Persons who will be visiting the site:

- 1.
- 2.
- 3.

I/WE CONFIRM THAT I/WE ARE AWARE ABOUT THE TERMS & CONDITIONS FOR INSPECTION AND THE ITEMS ON OFFER.

The Name & Detail of Persons who will be visiting the site:

- 1.
- 2.
- 3.
- 4.

Yours faithfully For M/S

Signature of authorized person
With company seal

Place:

Date:

Note: This document (Expression of Interest) can be scanned & sent to the following email addresses along with the other documents to be submitted.

Address of the Site:

(Location of materials with address:)

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

The details furnished in the Catalogue are merely to give an overview of the sale lot and it is the Buyer's responsibility to ascertain the quantity, quality, measurement and condition of the materials and this document cannot be inferred to provide any warranty or guarantee for any items and it shall be a sale on "As is Where Is, No Complaint, No Warranty Basis".

DECLARATION

(To be submitted by interested bidders on company letterhead)

To
The Manager,
mjunction services limited
West Bengal

REF.: Online Auction for (Ginning Unit) Dated (08.08.2024)

Dear Sir,

We are interested in participating in the Online sale event notified vide your notice under reference for **(Ginning Unit)** and lifting of material to be done by road. We also agree to abide by all the instructions contained in the Online auction event Catalogue, Special Terms & Conditions, General Rules and Regulations governed in Conduct of Online forward auction, invitation to online sale event auction notice.

We, _____ have inspected the Unit on _____ and satisfied ourselves about the condition of the materials at site. We will be submitting the Pre -Bid EMD of _____ to participate in the auction.

We agree to all the terms and conditions of the catalogue.

Yours faithfully
Name and Signature of authorized Person.
For M/S
(With Company's Seal)

Place

Date

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.

Lot no 1:























