



**e-Sale CATALOGUE  
for  
Sale of Used Equipment from HINDALCO INDUSTRIES Ltd, Aluminium  
Foil Rolling plants at Silvassa in Union Territory of Dadra & Nagar  
Haveli and at Kalwa in Maharashtra India**

**For Sale outside India Only**



**CONDUCTED BY  
mjunction services limited**

**Used Aluminium Foil Rolling Mills, along with its Auxiliary equipment and Foil Separators available at Silvassa and Kalwa Unit, being sold on  
“AS IS WHERE IS & NO COMPLAINT basis”**

**Table - 1**

Mandate Number:	VJ15213626										
Seller:	HINDALCO INDUSTRIES LIMITED										
Online Event website:	<a href="http://www.metaljunction.com">www.metaljunction.com</a>										
Date & Time:	On <b>12-02-2016</b> online sale event will be held, details will be communicated to participants who qualify										
Inspection Date & Time:	<b>04-01-2016 to 11-02-2016 (on working days)</b> with prior appointment with concerned person from mjunction at least 2 days before date of visit. Inspection timings – <b>9am to 12 pm &amp; 2 pm to 4.30 pm (Monday to Saturday only)</b>										
Location of material:	<p>1. <b><u>HINDALCO , Silvassa : Village Khutli, Khanvel, Silvassa 396 230 , U.T. of Dadra &amp; Nagar Haveli</u></b></p> <p>2. <b><u>HINDALCO Kalwa : Thane Belapur Road, Kalwa, Thane- 400605</u></b></p>										
Pre Bid Security:	<p>Non-Interest bearing security deposit has to be submitted in the form of RTGS to “mjunction services limited” (No other mode of payment allowed for Pre Bid Security) <b>Pre Bid Security Amount is given in TABLE -2 &amp; 3.</b></p> <p><b>Bank details are below:</b></p> <table border="1"> <tr> <td>Beneficiary Name</td><td>MJUNCTION SERVICES LIMITED</td></tr> <tr> <td>Bank Name</td><td>HDFC BANK LTD</td></tr> <tr> <td>Branch Name</td><td>Sandoz Branch, Mumbai</td></tr> <tr> <td>Account No</td><td>Explained below *</td></tr> <tr> <td>IFSC Code</td><td>HDFC0000240</td></tr> </table>	Beneficiary Name	MJUNCTION SERVICES LIMITED	Bank Name	HDFC BANK LTD	Branch Name	Sandoz Branch, Mumbai	Account No	Explained below *	IFSC Code	HDFC0000240
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Bank Name	HDFC BANK LTD										
Branch Name	Sandoz Branch, Mumbai										
Account No	Explained below *										
IFSC Code	HDFC0000240										

	<p>*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.</p>
<b>Contact Details:</b>	<p>mjunction services limited :</p> <p>Mr. Satyavir : 08336925974 ; <a href="mailto:satyavir1@mjunction.in">satyavir1@mjunction.in</a></p> <p>Sale Room No's:</p> <p>(033)66031760-72 (13 lines) (033)44091760-72 (13 lines)</p> <p>HINDALCO : 022 49204200</p>

**Note:**

- I. Taxes and duties will be charged at the rates prevailing at the time of invoicing
- II. Sale order & Delivery order shall be issued by HINDALCO.

**1. Special Terms & Conditions:**

**Onsite Inspection:**

- i. Inspection will only be permitted by giving prior notification to the valuejunction team at least 2 days before the date of visit. Refer to the Expression of Interest document for inspection appended below in this catalogue.
- ii. Successful bidders are required to submit the duly filled in EOI (next page) & the balance sheet of the previous financial year before visiting the site.
- iii. Bidders visiting the site are required to carry the following 2 items with them:
  - ◆ Photo identity proof of each visitor.
  - ◆ Company letterhead.



**EXPRESSION OF INTEREST FOR INSPECTION**  
**(To be printed on company letter head)**

To

The Manager  
Value junction  
mjunction services limited  
*Godrej Waterside Building Tower 1*  
Sec-V, Salt Lake  
Kolkata - 700091

**REF.: Sale of Used Machineries from Silvassa & Kalwa plant of HINDALCO**

Dear Sir,

As we are interested to participate in the upcoming online sale of used machineries at Silvassa & Kalwa plant of HINDALCO, we want to visit the site for detailed Inspection on \_\_\_\_\_.

We agree to follow all the safety norms of HINDALCO inside the plant during inspection. We are made aware that the Inspection by our company at the site is to be completed by us within a maximum of **one** day and by a maximum of **four** people.

We are hereby submitting the last year's Balance Sheet of our company and Company Incorporation Certificate to "**mjunction services limited**" prior to the site visit.

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 : \_\_\_\_\_

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 can be scanned & sent to the following email address along with the other documents to be submitted.

1. [satyavir1@mjunction.in](mailto:satyavir1@mjunction.in)

2. Details of Machines for Disposal at Silvassa and Kalwa Units are as under:

## LOT & EQUIPMENT DETAILS:

### LOT 1, 2, 3 & 4 (Available at Silvassa Unit of Hindalco)

Table: 2

Lot No	Asset Code	Assets at Silvassa unit for Sale	QTY	Year of Installation	Pre Bid Security (INR or USD equivalent)
		<b>Aluminium Foil Separators</b>			
1	SR 1	Aluminium Foil Separator # 27 <b>Wickeltechnik</b> , Germany. Input Thickness: 2 X 0.04 mm as Max, 2 X 0.006 mm As Minimum and Max Width : 1050 mm and 450 mm Min, Max coil OD: 1300 mm Coil ID: 70 , 76 and 152 mm.	1	26-Sep-02	1,000,000
2	SR 2	Aluminium Foil Separator # 25 & 26, Make: <b>Kampf, Germany</b> . Input Thickness: 2 X 0.04 mm as Max, 2 X 0.006 mm as minimum and Max Width : 1050 mm and 450 mm Min, Max coil OD: 1300 mm Coil ID: 70 , 76 and 152 mm.	2	1-Mar-98	1,000,000
3	SR 3	<b>4 High Aluminium Foil Rolling Mills</b>		31-Mar-99	750,000
	a	M50: Alusingen make, 5 stand Tandem Mill,Max coil width 1040 mm, coil OD: 1300 mm, max speed 700 MPM, Input thickness: 0.6 mm, output thickness 0.018 mm. Dedicated Coolant filtering system. Roll Bearing Lubrication system is	1		

		common for Mill 50, 51 and 52. Co2 Flooding system.		
	b	M51: Alusingen make,Max coil width 1040 mm, coil OD: 1300 mm, max speed 700 MPM ,Input thickness 2 X 0.05 mm, Output thickness 2 X 0.007 mm ( has double unwinder) X ray gauge control system. Coolant system common for Mill 51 and Mill 52 Co2 Flooding system	1	
	c	M52: Alusingen make,Max coil width 1040 mm, coil OD: 1300 mm, max speed 700 MPM,Input thickness 2 X 0.03 mm, Output thickness 2 X 0.007 mm ( has double unwinder) X ray gauge control system. . Coolant system common for Mill 51 and Mill 51. Co2 Flooding system	1	
4	d	Q4: Alusingen make,Max coil width 975 mm, coil OD: 1300 mm, max speed 300 MPM, Input thickness: 0.6 mm, output thickness 0.06 mm. With mounted Jib crane for Spool handling. X ray Gauge Control system. Coolant system common for Q4 and Q5. Roll lubrication system common for Q4 and Q5 Co2 Flooding system.	1	500,000
	e		1	

		Q5: Alusingen make,Max coil width 975 mm, coil OD: 1300 mm, max speed 300 MPM, Input thickness: 0.3 mm, output thickness 0.03 mm With mounted Jib crane for Spool Handling. X ray gauge Control system Coolant system common for Q4 and Q5. Roll lubrication system common for Q4 and Q5. Co2 Flooding system		
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Note: The Rolling Mills have some spares which would be sold as part of the Mill

## LOT 5 & 6(Available at Kalwa Unit of Hindalco)

**Table: 3**

Lot No	Asset Code	Assets at Our Kalwa Unit	QTY	Year of Installation	Pre Bid Security (INR or USD equivalent)
5	KR 1	4 High Aluminum Foil Rolling Mill - Roughing Mill, <b>Hunter</b> make with 750 HP power and capable of rolling 1000mm wide foil micron equipped with X ray gauge system	1	1965	1,500,000
	KR 2	4 High Aluminum Foil Rolling Mill - Finishing Mill, <b>Hunter make</b> with 400 HP power and capable for pack rolling of 1000 mm wide and capable of rolling 7 micron foil. Equipped with Double pay off and X ray gauge measurement system	1	1985	
6	KR 3	<b>Aluminum Foil Separator- SMUTZ make</b> , Germany of Separating two layers of Aluminum foil, edge trimming, slitting and rewinding of aluminum foil into reels. Can handle a range from 550 to 1150mm width and in gauges 5 mic to 40 mic with a Maximum Speed 800 mpm with tension and speed controls using DC drives.	1	1985	1,000,000

Note: Spares identified for Mill are part of the lot



**Important Note: Plants and Machineries at Silvassa are kept installed however the machineries of Kalwa are in dismantle condition and are kept properly in safe containers.**

### **3. Requirements of participation in online sale:**

3.1 Registration: Before participation in the e-Sale, a prospective bidder shall be required to get registered with mjunction services limited. For details visit **www.metaljunction.com** OR get in touch with the concerned person from valuejunction.

3.2 Documentation: The following documents need to be submitted by the bidder interested for participating in the e-Sale to mjunction services limited prior to the date of the e-Sale:

- Letter of Interest duly signed and stamped by bidder (attached with this catalogue).
- Each page of this catalogue to be signed and stamped **by the successful bidder** and to be submitted to mjunction services limited in hard copy & soft copy.
- New bidders (not registered with mjunction) are requested to submit notarized copies of their SOI's & supporting documents before participating in the e Sale.

**Last Date for submission of Pre Bid Security Deposit & all supporting Documents:**  
**11-01-2016**

Bid Validity: Bid shall be valid for **15 days** from the date of e-sale.

Proforma Invoice to be issued by HINDALCO to the winning buyer on price approval

### **4. Due Diligence of International Buyer**

We will need the following documents from the buyer to check their credentials and to make sure that they qualify to participate in the event

- Company Profile
- Certificate of Incorporation
- AOA & MOA
- Audited financial statements (last 3 years)

### **5. Payment & Lifting Terms:**

- I. Pre Bid (Security Deposit): **Pre bid security as mentioned above against each Lot is** to be submitted for participating in the sale.
- II. Payment & Lifting schedule: The payment along with taxes and duties is to be made as shown under subheading 6– **Payment & Lifting Schedule**
- III. Site clearance: The material will have to be removed on 'AS IS WHERE IS & NO COMPLAINT BASIS' at the successful bidder's own cost & expenses. The successful bidder would have to arrange for all the equipment as may be needed for dismantling and transportation. All the safety norms of HINDALCO will have to be strictly followed while the dismantling & lifting activity is underway.
- IV. The successful bidder must clearly understand that mjunction services limited/HINDALCO does not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The bidder must satisfy themselves on all aspects pertaining to the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to bidding in the e-sale. No complaint, whatsoever, would be entertained after the submission of the online bid.
- V. After the submission of bid(s) by the Successful bidder, a presumption would be drawn that the successful bidder has inspected the material and has satisfied himself fully about the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to the e-sale. No complaint, whatsoever, on the points referred above or any other points with regard to material would be entertained after the submission of the bid.
- VI. The submission of the pre-bid security along with the sign & stamped Letter of Interest (LOI) shall confirm the acceptance of the terms and conditions of the sale in full and totality.
- VII. No subletting of the contract shall be permitted by mjunction services limited/HINDALCO. If it comes to the knowledge of mjunction services limited/HINDALCO that subletting has taken place, then mjunction services limited/HINDALCO shall be free to cancel the contract and forfeit all amounts of the purchaser available with mjunction services limited/HINDALCO.
- VIII. If the successful bidder/purchaser who is awarded contract fails to make the full payment or fails to lift the materials in full within the stipulated period, then HINDALCO / mjunction services limited reserves the right to foreclose/cancel the contract, and in such an event, the entire amount available with mjunction services limited/HINDALCO, under any account head, shall be forfeited.
- IX. It will be at the sole discretion of HINDALCO to accept or cancel the BID placed in the online sale without assigning any reason. The contract shall be treated as having been entered into as soon as a Letter of Acceptance / Sale Order is issued to the successful bidder by HINDALCO/ mjunction.

- X. The contract shall be deemed to be completed as soon as the entire area is cleared by the successful bidder and when the HINDALCO issue the completion certificate to the successful bidder.

#### **6. Payment & Lifting Schedule:**

- 100% BY LETTER OF CREDIT (IRREVOCABLE), ISSUED BY A FIRST CLASS INVESTMENT GRADE BANK ACCEPTABLE TO INDIAN BANKS PAYABLE AS UNDER :
- LC terms to be finalized and approved within 7 days from the issue of proforma invoice
- 1st Installment of 20% to be paid within 5 days after finalizing the LC terms
- 2nd Installment of 40% to be paid before start of dismantling
- 3rd & final payment of 40% to be paid before commencing of loading activities

#### **Other Terms & Conditions:**

- 1) Delivery: after receipt of full payment
- 2) This transaction is on "sold on as is where is basis.
- 3) Arrangement & cost towards inspection, dismantling, packing, loading / unloading, transports and insurance to be on buyer's account
- 4) Payment through irrevocable L/C opened by first class investment grade bank acceptable to Indian banks.
- 5) L/C should not be restricted, to be freely negotiable with any bank in India
- 6) Place of expiry in L/C should be beneficiary's country

#### **Lifting Terms:**

- The dismantling & lifting of all equipment/material is in the scope of the buyer.
- The equipment/material will be allowed to be lifted only after full & final payment including taxes & duties has been deposited.
- Within 45 days from the date of Lot confirmation intimation (confirmation through Email or Hard copy of proforma invoice)

#### **7. Penalties:**

- I. The entire Pre bid Security amount will be forfeited if the H1 Successful bidder fails to deposit any of the instalments as given in the Payment & Lifting Schedule within the given stipulated time.
- II. In case the buyer deposits the first instalment but fails to deposit the second instalment, the pre-bid security and the first instalment amount will be forfeited.



- III. However, acceptance of late payment for any of the instalments will be at the sole discretion of HINDALCO.
- IV. Beyond the allotted time for dismantling and lifting, the H1 successful bidder will not have the right to claim any of the material. HINDALCO will have the right to re-sell the item and forfeit all the payments made to mjunction/Hindalco

## **8. Refund**

- I. For non H1 bidders, the pre-bid security will be refunded within 3 working days from the date of receiving the refund request letter on the letter head along with cancelled cheque copy & bank details with company seal from the bidder by mjunction.
- II. For H1 bidder, the pre-bid security will be refunded after the payment of the final instalment.

## **11.0. CAVEAT EMPTOR:**

11.1. The quantity, quality, measurement and condition of the materials indicated are all approximate. Participation and bidding by anyone in this sale shall be treated as conclusive evidence of the fact that the party has inspected the materials offered for sale and satisfied himself in all respect regarding quantity, quality, measurement, weight and condition of materials, taxes and duties, local working condition and other extraneous factors and principle of Caveat Emptor (let the successful bidder beware) will apply.

11.2. It shall be implied and taken for granted that the party has carefully gone through and understood the terms and conditions of e-Sale including the amendments if any, prevailing at the time of bid. No complaints or objections shall be entertained by HINDALCO and/or the Authorities after the bid is opened / accepted.

## **12.0 SALE ORDER/Work Permit:**

It will be the sole discretion of HINDALCO to accept or cancel the sale without assigning any reason. The contract shall be treated as having been entered into as soon as a Letter of Acceptance / Sale Order is issued to the successful bidder by HINDALCO. The contract shall be deemed to be completed as soon as the entire area is cleared by the

successful bidder of the entire materials allotted or on completion of the period of contract, whichever is earlier.

### **13.0 PAYMENTS:**

13.1 The cost of material along with all applicable taxes and duties shall be paid by the successful bidder as per the following details:

#### **Bank Details of HINDALCO:**

##### **Bank Details of HINDALCO**

Name	HINDALCO INDUSTRIES LTD
Address	Khutli Khanvel , Silvassa
Bank Name	HDFC BANK LTD
Address of Bank	Novartis House Dr Annie Besant Road Worli Mumbai 400030
Account No	02400310002074
IFSC Code	HDFC 0000240
MICR code	400240002

13.2 VAT is applicable @as applicable presently. However, any taxes/duties applicable on the transaction at the time of delivery of the goods will be borne by the purchaser at actual.

13.3 The purchaser may clearly note that all the taxes, duties, levies, etc., if any is levied/imposed by any Statutory Authority till the final conclusion of the contractual period/ contract shall be borne by him/them including the interstate transactions and HINDALCO shall not be responsible to pay the same, if any, since the sale is on 'AS IS WHERE IS BASIS' AND NO COMPLAINT BASIS EX WORKS OWNER.

### **14.0 DELIVERY:-**

14.1 Vehicles deputed for disposal of the material(s) should report for loading in early hours in such a manner that requisite time is available for loading and vehicles are released before closing of the working hours i.e. at 17:00Hrs.

14.2 Successful bidder shall dismantle and lift the listed material by employing their own labour and at their own cost.

14.3 The material will have to be removed on “AS IS WHERE IS & CLEAN SWEEP BASIS” and at the successful bidder’s own cost and expenses. No processing, whatsoever, other than dismantling, required for convenient transportation, will be permitted by HINDALCO. The successful bidder shall not be provided with any work force or equipment. The successful bidder would have to arrange for all the equipment as may be needed for dismantling and transportation including Cranes, Gas, etc. However, Power, Water or other facilities available with HINDALCO may be considered to be made available to the purchaser as per HINDALCO’s rules. While removing materials from one site, the other site’s materials should not be disturbed /damaged.

### **15.0 REMOVAL OF PLANT MACHINERY/ EQUIPMENT**

15.1 Dismantling and transportation of the goods shall be the responsibility of the successful bidder at his costs and risks. It shall be obligatory for them to take safety precautions as per applicable laws/rules.

15.2 HINDALCO or its authorized representatives shall have the right to stop dismantling and loading of the material if they feel that the successful bidder or his representatives are not following the instructions given to them or the job is not being carried out in accordance with the provisions of terms & conditions of Contract and successful bidders will be solely responsible for the same.

15.3 Dismantling/removal of materials on ‘Pick & Choose’ basis shall not be allowed.

15.4 Removal and transportation of materials shall be done only during general shift hours of HINDALCO. No materials will be allowed to go out after 5.00 P.M. on week days. Similarly, no materials will be allowed to go out on Sundays and HINDALCO holidays. Suitable security arrangements should be made by the successful bidder to look after the sold goods, his tools & tackles and other materials/stores, for which security guards may be engaged by the successful bidder, round the clock, with prior permission of HINDALCO security department in this regard.

15.5 The successful bidder shall not be allowed to store the material on the road sides which may cause hindrance in movement on the road or cause inconveniences to public.

15.6 The successful bidder shall not be entitled to resale any of the material equipment/items sold to him by HINDALCO while these goods are still lying within the

premises of HINDALCO. No delivery of material would be affected by HINDALCO to any persons other than the successful bidder or his authorized representative.

## **16.0 INDEMNITY TO DAMAGES**

16.1 The Successful bidder shall indemnify HINDALCO for all acts / commissions or omissions of its Engineers/officials, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered from HINDALCO during execution of the work. An indemnity bond to this effect will be submitted by the contractor to the Site in-charge.

16.2 The Successful bidder shall also indemnify HINDALCO against payment under the workmen's compensation act, which HINDALCO may suffer, sustain or be in any way subjected to be reason for injuries to the Successful bidder's or the Owner's employees, or other person or damage to the property of any person or corporation arising out of or resulting from the performance of the work of this contract.

16.3 In addition, the Successful bidder is fully responsible for all the equipment and material for damage or loss from any cause during transition and/or while in custody of Successful bidder at his works site until his complete work is formally accepted by HINDALCO.

## **17.0 SAFETY:**

To undertake the duties of dismantling and removing machines at site, bidders duties shall be, but not limited to, the following and any other activity as required for the safety of men engaged by the bidder at site and safety of machines and property of Hindalco, following shall be adhered to.

- a) Appoint a Co-ordinator and notify HIL site in charge prior to engagement at site.
- b) Make sure that they are competent to address the health and safety issues likely to be involved in the management of the dismantling phase;
- c) Ensure that the dismantling phase is properly planned, managed and monitored, with adequately resourced, competent site management appropriate to the risk and activity.
- d) Ensure that every contractor who will work on the project is informed of the minimum amount of time which they will be allowed for planning and preparation before they begin work on site;



- e) Ensure that all contractors are provided with the information about the project that they need to enable them to carry out their work safely and without risk to health. Requests from contractors for information to be met properly.
- f) Ensure safe working and co-ordination and co-operation between other contractors;
- g) Ensure that a suitable dismantling phase health and safety plan is prepared before construction work begins;
- h) The safety plan to be developed in discussion with, and communicated to, contractors affected by it, implemented and kept up to date;
- i) Ensure the contractors that they engage are competent and adequately resourced;
- j) Ensure suitable welfare facilities are provided from the start of the activity;
- k) Take reasonable steps to prevent unauthorized access to the site;
- l) Prepare and enforce any necessary site rules;
- m) Provide (copies of or access to) relevant parts of the plan and other information to contractors, including the self-employed, in time for them to plan their work;
- n) Provide the Site in charge any information relevant to the health and safety file;
- o) Ensure that all the workers have been provided with suitable health and safety induction, information and training;
- p) The Contractors will ensure that their workers are well equipped with safety equipment's while working at height, and confined space. While working at height they should be well equipped with harness and safety belts.
- q) Job shall commence only after getting approval from site co-ordinator on work permit.
- r) Supervisor to ensure that proper housekeeping is maintained by Contractor daily at work place.

### **18.0 STATUTORY REQUIREMENT:-**

The bidder shall abide by all Acts notified by the Govt. of India from time to time to the extent they are applicable during the execution of the contract. Further, the bidder should comply with all statutory requirement/ clearances in respect of laws, regulations and procedures governing this contract.

### **19.0 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 only Courts in Maharashtra.



## **20.0 ARBITRATION:**

Any dispute arising under this Agreement w.r.t services rendered by mjunction services limited with the bidder shall be considered first in person or by telephone by designated representatives of mjunction services limited within 10 days of receipt (the date of receipt, the "Dispute Date") of a notice addressed to the applicable representative from the other referencing this clause and specifying the nature of the dispute. If for any reason the dispute has not been resolved to the satisfaction of the Parties within twenty (20) days after the Dispute Date, then either Party may opt for resolution of the dispute through arbitration to a single arbitrator who shall be the Managing Director of mjunction services limited or his nominated representative. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 in effect at the time of arbitration. The seat of the arbitration shall be Kolkata, India. The arbitration award shall be final and binding on the Parties as permitted under the applicable laws.

## **21. GENERAL TERMS & CONDITIONS:**

**General Clause:** HINDALCO (herein after termed as "Client") will dispose of the items as listed in the sale catalogue through mjunction services limited on "as is where is" basis. Mjunction services limited (herein after termed as mjunction) will conduct the e-Sale on its website [www.metaljunction.com](http://www.metaljunction.com)

- i. **Bidder Registration:** Before participation in the e-Sale, a prospective bidder shall be required to get itself/himself registered with mjunction for the purpose, by submitting an application in the prescribed format available on the website. Details of the registration process are available on the mjunction website ([www.metaljunction.com](http://www.metaljunction.com)). The application shall be made along with the documents (1) copy of latest Income Tax return (2) PAN Card/ Company Incorporation Certificate (3) Sales Tax/Vat Registration Certificate, (4) SSI Registration Certificate (if applicable) (5) Trade License and (6) Statement of Interest Form duly filled in and signed/stamped by the bidder. Registration can be done online by forwarding the application form backed up by the necessary documents to any of the front offices of mjunction. After the registration, all prospective Successful bidders will have an auto generated "Unique User ID" & a "password" based on which they can log in. Both domestic as well as international bidders are eligible to participate.
- ii. **SAP ID:** Bidders will all be issued a SAP ID after registration, by mjunction which will have to be mentioned in all future financial transactions between the successful bidder & MJ like PRE BID SECURITY submission & PRE BID SECURITY refund.

- iii. **Inspection:** The bidders are free to inspect the items/ materials, ready for disposal for their satisfaction within the time period specified on the sale catalogue. Intending bidders shall take prior appointment and submit the EOI for inspection.
- iv. **Goods will be sold 'as is where is' & no complaint basis.** Bids will be deemed to have been made on the clear understanding that intending bidders have satisfied themselves fully in regard to the nature, condition, quality and quantity of goods upon inspection or otherwise. No error, omission or mis-statement or mis-description or printing mistake whatsoever and howsoever made or published whether in the catalogue or otherwise and no defects or faults in the goods shall annul the sale or be the subject of any claim on the part of the bidder and no claim for compensation or otherwise be entertained by client. Further, client will take it for granted that the bidders have fully read and understood the language, spirit and objective in these "terms and conditions of sale" of the materials before making any bid and that there does not exist any ambiguity whatsoever in the expressions.
- v. **Bid Validity Period:** The bid submitted should be valid for 5 days from the date of completion of the sale.
- vi. Client and/or mjunction shall be under no obligation to put up the lots singly or serially or in any other particular manner and Client reserves the right at its discretion to withdraw any lot or lots from sale at any time without assigning any reason thereof.
- vii. The LOT will be sold subject to approval by client. Client reserves to itself the right:
  - a. To accept or reject the highest offer or any other bid or all the bids
  - b. To accept or to reject the online sale result. The bidders would have no claim for issuance of sales release orders.
  - c. To cancel or reschedule the sale.
- viii. Bidders bidding for the goods sold shall be deemed to have taken into account and made due allowance for the cost of handing, loading or other expenses (including dismantling if permitted by client) for purposes of removal of the goods and shall be entirely responsible for booking goods by rail where so required. Client will affect delivery of goods only at the site.

- ix. **Statutory Documents:** All sales tax, terminal tax, excise duty and all other taxes, duties (imposts) whether to payable to the Central Government or to the State Government or to the municipal, local or other authorities shall be deposited by the successful bidder with mjunction along with the sales value of the materials. Non-payment of any amount payable under this clause will have the same effect as non-payment of the purchase money and will result in ipso-facto cancellation of the sale and forfeiture of the security deposit. If the liability of such tax (impost) and/or duty is in doubt, mjunction will have a right to call upon the successful bidder to make such provision as Client may deem fit and proper to ensure the recovery of such taxes (impost) and/or duty. If the tax (impost) and/or duty is not recovered at the time of delivery/dispatch Client/mjunction will have the right to call upon the successful bidder, to pay such amount as may be due whenever the Client/mjunction find that it has omitted to charge or Client become liable to pay higher charge as a result of decisions or announcements by Government or any other competent authority, even though, the full value of the materials may have been already paid or delivery/dispatches may have been completed from Client's units. Client shall be free to call upon the successful bidder to make good the amount short recovered whenever such contingency should arise, or Client shall be entitled to recover the Amount of such tax (impost) or duty from the successful bidder by way of set off against any amount or amounts that might at any time become payable by Client/mjunction to the purchaser on any account or accounts whatsoever. Taxes as applicable from time to time shall be payable by the successful bidder.
- x. Successful bidder will have to pay the local sales Tax/VAT, any other tax/duty as per the applicable rate during the time of invoicing (taking delivery) and no representation in this regard will be entertained by mjunction services Limited.
- xi. In the event of failure on the part of the bidder to fulfil the contractual obligations. Client/mjunction shall reserve the right to debar such bidder from participating in any future sales conducted by mjunction on behalf of Client.
- xii. HINDALCO will issue the sale order voucher for the items sold and also the delivery order will also be issued by HINDALCO.
- xiii. Client shall not be responsible for any liability in respect of labour/employee appointed/engaged by the successful bidder for lifting of the materials. All formalities required under the provision of respective Labour Laws /Rules shall be duly and punctually observed/complied at their own cost and they alone shall be responsible and liable for punitive action/payment of any dues, compensation or any amount, required to paid under any provisions of Laws/Rules in any case of non-compliance and default on the part of successful bidder. If Client in any case is held liable under any Laws/Rules then in such cases the successful bidder

shall not only make payment of such dues and/or caused but also be responsible for payments of damages to Client.

- xiv. In case it is detected at any time that the successful bidder has loaded material and/or materials for which he is not the sale purchaser Client will be within its rights to detain the truck, unload the materials at the cost and expenses of the successful bidder and take such other and further action as may deem fit and necessary for the purpose.
- xv. In the event of failure by the successful bidder to fulfil any obligations under the general conditions of sale including failure remove/lift the goods against any lots within the stipulated time, the sale of such lot may be cancelled for the quantities not lifted by the successful bidder and all moneys paid by the bidder for those specific lots shall stand forfeited. Client will be entitled to re-sell the goods through MJ, at the entire risk and cost of the successful bidder as and when Client may deem fit without any notice to the successful bidder. Client shall be at full liberty to retain and/or adjust/or recover any losses incurred on account of the failure of the successful bidder to lift the material from any amount lying with Client to the successful bidder's credit. The decision of Client in regard to the actual losses incurred by Client shall be final and binding on the Successful bidder. Any gain on any re-sale as aforesaid shall, however, belong to Client.
- xvi. All sale-related complaints should be referred to mjunction, Kolkata, during the sale duration only by the parties concerned. Complaints pertaining to difficulties in lifting etc. should be referred directly to HINDALCO by the concerned successful bidder.
- xvii. Client/mjunction shall not be liable for non-performance of any contract either wholly or in part nor for any delay in performance resulting from or due to any cause beyond the control of Client' or mjunction including fires, strikes, go-slow, lockout, closure, dispute with workmen, uncertain and unstable labour situation, power shortage, war, riots, civil commotion, pestilence, epidemics, floods, accidents, damages or accidents to machinery, shortage of wagons, shortage of fuel, shortage of any raw materials, shortage of labour, governments or railway restrictions, acts, demands or requirements of government, force majeure or any circumstances beyond the control of Client/ mjunction whether directly due to or in consequence of the aforesaid causes or not and the existence of such causes of consequences shall operate to extend the time of the performance on the part of Client/mjunction by such period as may be necessary to enable Client, shall have no claim upon Client/mjunction of any kind. The provision of this paragraph shall not be limited or abrogated by any other terms of the contract



whether printed or written nor will the provisions of this clause abrogate or limit the effect of any other clause mentioned in this catalogue.

## **22. Special instructions:**

- i. Special terms and conditions for internet sale: Bandwidth problems, connectivity problems with the local ISP (internet service provider), slowness to access pages for downloading etc. are beyond the control of Client and mjunction. Hence no responsibility and liabilities lies with Client/ mjunction for the above problems, if any, faced by the bidders before/during the sale
- ii. Any bid placed using the bidder's username and password is unconditionally binding on the bidder to whom such username and password had been allotted and he shall be solely responsible for maintaining the confidentiality of the same and fully responsible for all activities that occur under their username and password. Hence the user is advised to check the username and password before the sale in order to familiarise himself with the same and is advised not to reveal it to anyone else so as to prevent misuse of the same. The bids made by the bidders against their username and password shall be irrevocable.
- i. The bidders are advised to register and pre-qualify for bidding well in advance and place their bids early in order to take care of any unforeseen technical difficulty that might surface in the internet operations.
- ii. Any quarters of HINDALCO used by the successful bidder will be on chargeable basis, subject to availability.

## **23. GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE SALES ON THE “SERVICE PROVIDER” PLATFORM**

### **Introduction:**

This Online Forward Sale is being conducted for **HINDALCO** (hereinafter referred as the “Client”) on the Sale Platform of mjunction services ltd, (hereinafter referred as “Service Provider”).

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

**Acceptance in-to to these General Rules and Regulations governing conduct of online sales, and Terms and Conditions for Sale of Materials by sale of client is a pre-requisite for securing participation in the online sales.**

Prospective bidders are advised to read through the key terms pertaining to the online Forward Sales as provided in the Annexure containing the Definition.

### **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 sale to the “client”.
- II. Finalization of the sale items in consultation with the client.
- III. Defining of bidding rules for each sale in consultation with the client.
- IV. Enhancing bidder awareness of and comfort with the sale mechanism and bidding rules.
- V. Input of the Sale items and defining the bidding rule in the sale engine.
- VI. Enlarging the bidder base by introducing new bidders.
- VII. Collection of PRE BID SECURITY, Letter of Interest etc. from the willing bidders and forwarding the same to the Client.
- VIII. Providing access to the approved bidders to participate in the Sale.
- IX. Summarizing the Sale 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 sale with the aim of bidding to secure the sale item in the sale
- ii. The bidder would be provided access to the Sale 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 sale mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. Payment of Earnest Money Deposit (PRE BID SECURITY) as decided by the client before the start of the Forward sale will be one of the necessary conditions for participating in the sale.
- iii. Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the sale 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 action as deemed fit by “Client” / “Service Provider”.
- iv. In the event of winning an allotment in the sale 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 sale 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 sale. The purpose of the Bidding rules is to provide approved bidders with the information and terms specific to the sale in which they are bidding. This would include:

- a) Any extension of the duration of the sale in the event of bids being received towards the end of the pre-specified duration
- b) Start Bid Price
- c) Specified Unit for Bidding
- d) Price Increments and any reduction in the price increment in the sale in the event of inactivity
- e) Other attributes (informational/non-negotiable in nature)

While it shall be the endeavour of “Service Provider” to specify these rules at the earliest for each online sale, 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 Sale Engine at the time of bidding.

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

### **Conduct of the Sale:**

Only those bidders who have been approved by mjunction and handed over stamped and manually signed “Catalogue governing conduct of online sale along with Letter of Interest, required PRE BID SECURITY amount and other necessary documents to the “Service Provider” prior to the start of online sale will be given “Login ID” and “PASSWORD” to enable them view and participate in online sale. The Sale shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Sale such as “START TIME”, “DURATION”, “END TIME” AND “AUTO EXTENSION FACILITY” Shall be specified separately for each Sale. “Service provider” retains the right to cancel or reschedule the sale, with the approval of the Competent Authority of the Client, on any of the following reasons:

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

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

Or

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

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

- Cancellation/ premature termination of the sale with/ without a subsequent rerun of the sale 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.

### **Liability of “Service Provider”**

Service Provider shall not be liable to the client/ bidders participating in the sale or any other person(s) for:

- Any breach of contract by any of the parties in the fulfilment of the underlying contract.
- Any delays in initiating the online sale or postponement / cancellation of the online sale 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 Sale 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 Sale without assigning any reason whatsoever. The decision of the client would be final and binding on the bidder in any such case.

**Confidentiality Clause:**

Service Provider undertakes to handle any sensitive information provided by the client or confirmed bidders for the sales conducted with utmost trust and confidentiality.

**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 only SILVASSA & KALWA, W.B. Courts.

***Signed in acceptance of the above terms and conditions.***

**Signature**

**Name:**

**Designation of signatory:**

**Date:**                      **Place:**                      **Telephone / FAX no.**\_\_\_\_\_



**Prospective bidders are advised to read through the key terms pertaining to the online Forward Sales as provided here.**

**Definition of Key Terms Sale:** Sale refers to a forum where the sale for one/more lots of an item is stated and the participants (bidders) are required to bid up the price to be selected to purchase the requirement.

**Online Sales:** Online sales refer to those sales conducted through the Internet with the bidders (from one or more locations) simultaneously bidding to be selected for supplying the item/s on sale. In other words, the venue for the sale is on an Internet website/ platform. The "Service Provider's" website assigned by "Service Provider" would constitute venue for the purpose of the online sale.

**Award at the Sale:**

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

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

**Bidder:** Bidder is the individual/business entity participating in the sale, intending to buy the item/s from the Company/Client. To become a Bidder in the sale, a business entity has to provide written assent to the **General and Special Terms & Conditions of Sale** and the **List of Materials Contained**, as well as fully fill up the **Letter of Interest**.

**Sale Engine:** Sale Engine refers to the software that encapsulates the entire sale environment, processing logic and information flows. "Service Provider" is the sole owner of the sale 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 Sale 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 Sale Engine (launch, operation, and closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the Sale Module check the exact Server Time (displayed in both the windows).

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



**Start Time:** Start time refers to the time of commencement of the conduct of the online sale. It signals the commencement of the Price Discovery process through competitive bidding.

**Successful bidder:** The Successful bidder shall mean bidder whose bid has been accepted by the Company, under the terms of the tender and/or as per those terms and conditions mentioned in the Online Sale Documents & also Sale offer.

**Duration of the Sale:** It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing bidders. The duration of the sale 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:

- Curtailed sale duration in the event of no bids for a specified period of time (Inactivity Time)
- Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.

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

**End of the Sale:** End of the Sale refers to the termination of the sale proceedings signalling an end to the price discovery process.

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

**Letter of interest to be filled and submitted by bidders interested in participating in the sale. The duly filled & signed LOI is to be sent to the following email id only: [loi@mjunction.in](mailto:loi@mjunction.in) & copy to [satyavir1@mjunction.in](mailto:satyavir1@mjunction.in) ; also the Subject of the mail should read as: LOI/HINDALCO/SALE ON 12-Feb-2016/BIDDER NAME.**

**The Hard Copy/Scanned copy of the LOI & signed & stamped catalogue is to be submitted to mjunction head office or any branch office latest by 11-Feb-2016.**

**LETTER OF INTEREST (To be submitted by bidders on company letter head)**

To  
The Manager,  
mjunction services limited.  
West Bengal

**REF.: Online Sale event of Used machines of HINDALCO at Silvassa & Kalwa Plant,  
Dt. 28/01/2016**

Dear Sir,

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

(2) We are hereby submitting the applicable **Pre-bid security deposit for lots that we want to participate in** as per following details to “**mjunction services limited**” for participating in the above mentioned Online Sale event.

LOT NO.	UTR No.	RTGS date	Bank, Branch	Amount (Rs.)

(3) We agree to offer our best bid in the online event, in USD per Lot for the lot in the sale process, Ex- Silvassa/Kalwa exclusive of all taxes & duties, and other Statutory Levies if any, as legally applicable at the time of delivery/dispatch and hold the same valid for **5 days** for acceptance of the bid from the date of online sale event.

(4) We agree to comply with all "**SAFETY MEASURES**" of HINDALCO during the activity of lifting.

(5) We are providing the following details of ourselves in connection with the above Online Sale event.

Name of the Company: \_\_\_\_\_

Name of the contact person \_\_\_\_\_



Address of the Company: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Mobile No. \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-mail : \_\_\_\_\_

Yours faithfully

Name and Signature of authorized Person.

For M/S \_\_\_\_\_

(With Company's Seal)

Place \_\_\_\_\_,

Date \_\_\_\_\_

Following particulars to be furnished along with LETTER OF INTEREST in the company's letter head.

1) Name of the COMPANY :



2) Address :

3) Contact Phone & FAX No. :

4) E-mail id :

5) Name of Contact Person :

6) Consignee Address :

7) Name of BANK:

8) Name of Br. With ADDRESS:

9) Bank A/c. No. :

10) Bank IFSC code :

11) VAT NO. :

12) CST NO. :

13) Certificate of Incorporation:

14) ECC No. :

15) EXCISE RANGE :

16) EXCISE DIVN :

17) EXCISE COMM. :

**Authorized Signatory  
(With Name and Seal)**

#### Pictures

The pictures shown below are indicative in nature. Interested bidders are advised to visit the site and inspect the material, to satisfy them before participating in the sale event.





*Figure 1 ; Five stand tandem Foil Rolling Mill at Silvaasa*



*Figure 2 Rolling Mill at Silvaasa*



*Figure 3 Silvassa Rolling Mill*





Figure 4 Mill Q5 Silvaasa



*Figure 5 Mill Q4 at Silvaasa*