

TENDER NO.: TPDDL/MJ/14-15/11

**On behalf of
Tata Power Delhi Distribution Ltd
(Formerly North Delhi Power Limited)**

mjunction services limited

**Will conduct the sale of used assets and scrap no longer required by the company on “as is where is”
and “No complaints” basis.**

The sale will be conducted on Internet on <http://www.metaljunction.com>

Important Dates & Time:

Date of Auction: 18th December, 2014

Start of Auction: 3:00 P.M.

Last date of submission of EMD, Tender Document and Letter of Interest: 18th December 2014 till 12:00 P.M.

Date of Inspection: Till 17th December 2014 on any working day with prior appointment with Mr. Anoop Singh Yadav.

EMD

For participating in all listed lots in Annexure-I EMD applicable would be as per Annexure I. However, H1 bidder has to submit the balance 10% as per security deposit clause 10 (B).

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- 1. List and address of officials for inspection**
- 2. Terms and Conditions**
- 3. List of Material**
- 4. Letter of Interest**

For any further clarifications please contact

Rakesh Kumar Singh – 09560599972 – New Delhi

Virender Dhaniya – 09958001157 – New Delhi/Faridabad

Praveen Kumar – 09717010458 – Ghaziabad

Snehajit Das – 08584008243 – Kolkata

Devashish Jha – 08584008179 – Delhi

For help during online sale please contact Auction Room on: 033-66031760 / 1761/ 1763/ 1764

For ID & Password queries contact Shamima Shabnam 33 6610 6178 or Anjan Bose 033 66106150

FOR INSPECTION AT SITE

Please Contact:

Mr. Anoop Singh Yadav - 9910575763

(Prior appointment has to be taken from Mr. Anoop Singh Yadav before inspection)**

(Inspection will not be allowed on the date of auction)**

TERMS AND CONDITIONS FOR THE SALE OF SCRAP/SURPLUS ASSETS BY TENDER FROM TPDDL

1. **MANAGEMENT:** The Management will mean the CEO and ED, **Tata Power Delhi Distribution Ltd** or any officer authorized by him to act on his behalf.
2. **PURCHASER:** The Purchaser will mean the successful tenderer whose online bid has been accepted under the terms of the tender.
3. **TERMS & CONDITIONS**
 - (A) Online bids are accepted on the assumption that the tenderers have inspected the materials and have known that they are tendering for, whether they have first inspected the materials or not and that the principle of "Caveat Emptor" shall apply. The sale is on the basis of "AS IS WHERE IS" & No complaint basis. The materials will be lifted from the site of storage with all faults and errors in description or otherwise, if any. Quantity, Quality, marks and number stated in the tender documents are approximate and no warranty or guarantee shall be implied. The tenderers are advised to inspect the materials before offering their prices.
 - (B) Inspection of scrap/surplus Assets: Interested parties will be permitted to see the materials from 10:30 AM Hrs to –16:30 PM Hrs daily on working days during inspection period only. Necessary entry passes may be obtained from concerned District Manager/Grid Incharge / Scrap Yard Incharge, whose addresses are provided in the tender documents.
 - (C) For Inspection details and queries please contact

Mr. Rakesh Kumar Singh
Mob: 09560599972

Mr. Virender Dhaniya
Mob. 09958001157

Address:
mjunction services limited.
C – 127, REX House,
Above Vijaya Bank (Main PVR Road)
Naraina Industrial Area, Phase– I,
New Delhi - 110028
Landline - 011- 65661774

For any clarification during inspection please contact
Mr. Anoop Singh Yadav - 9910575763
Mr. Rahul Kumar (HOG-MM) – 09560650592

Address:
Tata Power Delhi Distribution Ltd
Lawrence Road Stores
Opp. C2 – Block Keshav Puram
Delhi - 110035

4. Online TENDER FORMS:

- (A) The tenderers will sign on each page of the tender documents, terms and conditions of sales, schedule, list of material etc. in token of acceptance thereof. However, the signature on the tender schedule alone shall be deemed to be acceptance of all terms and conditions of sale & schedule and other documents forming parts of the tender.
- (B) Earnest Money: Each tender will be accompanied by an Earnest Money Deposit in the form of Demand Drafts or Banker's Cheques in the name of **"Tata Power Delhi Distribution Ltd" payable at Delhi**. The amount of Earnest Money is stipulated in this tender document. **Cheque will not be accepted towards earnest money deposit**. The earnest money shall not be adjusted in the payments made by the purchaser subsequent to the sale order. Tenders without earnest money will be rejected.
5. Submission of bids: The bidders will enter their best bids on **<http://www.metaljunction.com>**. The bids will be submitted by the date and time stipulated in the Invitation to Tender on www.mjunction.in. Before this the bidders will need to get the member name and password after duly submitting the document and the EMD. The documents must reach mjunction by the date and time stipulated in the tender.
6. Validity of Offers: The quotations shall remain valid for **30 days** from the date of closing of the online sale event, **EXCLUDING THE AUCTION DATE**
7. The Management reserves the right to accept or reject any or all the tenders Without assigning any reasons thereof at any stage.
8. (a) Conditional Bids: Conditional bids will not be considered.
- (b) Late bids: Late bids due to any reason whatsoever will not be accepted/ considered. Bids will not be accepted after closing time of the event.
9. In case of similar quotation being received from more than one tenderer, the Management may divide the sale wherever possible or decide in any appropriate manner and this decision of Management will be final.
10. (a) When a bid is accepted, the purchaser shall be notified by a Sale Order. The Sale Order will indicate all details namely the particulars of the materials, quantity accepted rate, sale value, sales tax, other taxes, amount deposited towards earnest money and the date of making payment. The date of making complete payments including taxes is 10 days from the sale order or as specified in the sale order
- (b) Security Deposit: On acceptance of the offer by the Management, the Earnest Money (Lot wise or combined EMD as deposited by the bidder) would be converted into security deposit. The refund of the security deposit is subject to the satisfactory execution of the tender, the Management will be entitled to recover from the security deposit all the money due to the **TPDDL** concerning the sale **AGAINST THE CURRENT OR PREVIOUS SALE**.

However if EMD is less than 10% of Sale Value than additional amount shall be deposited by the H1 Bidder within 3 (Three) working days of closure of Auction failing which available pre-bid EMD will be forfeited without any prior notice to the H-1 Bidder.

11. **Payment:** On receipt of the Sale Order, the purchaser will deposit the amount as per details indicated in the sale order, **by RTGS (Details as under)**, Demand Drafts, Pay Order or Banker's Cheque, drawn in favour of – **Tata Power Delhi Distribution Ltd payable at Delhi**. Cheques will not be accepted towards payment of sale value and sales tax.

Name - Tata Power Delhi Distribution Ltd

Bank - State Bank of India

Branch - CAG Branch

Account No. - 10277792370

RTGS Code - SBIN0009996

MICR No.- 110002201

The purchaser shall make complete payment along with Taxes and duties within 10 days from the date of Sale order or as mentioned in the sale order.

(a) **Extension of Date of Payment:** The Management may at its discretion extend the date of payment by charging late payment fee. The extension in date would not be more than two weeks from the last date as mentioned in the sale order. However management is authorized to relax this period on a specific case but not more than 4 weeks. Any request in this regard will be made to the management by the bidder in writing in advance and accompanied with DD for late Fee for the period as mentioned in the request. Such fee shall be charged for minimum period of one week. The rates of the late payment fee are as under:

- The late payment fee shall be charged @ 0.5% per week of the payable value.

(b) **Taxes & Duties:** All taxes / excise duty under the local, state, central or any other law shall be payable by the purchaser in addition to the sale value, as applicable for each item at the prevailing rates as on the date of delivery.

(c) **TPDDL sell the scrap material to the scrap Buyers who are situated inside Delhi and also those situated outside Delhi against C - forms (at a concessional tax rate). To avail "C" form facility it must be supported with L/R (Lorry Receipt)/R/R (Railway Receipt etc. As these are the essential documents for proving the said transactions and are covered under the Central Sales tax Act. In absence of L/R, R/R etc. such sales made by TPDDL will be treated as sales made in Delhi and Local Rate of DVAT would be applicable which may be ranging between 4% to 20% depending upon the nature of items.**

(d) For all the purpose the date of Gate Pass will be deemed to be the date of delivery.

12. **Failure to make payment and forfeiture of Earnest Money:-**

(a) In the event of failure on the part of the purchaser to submit 10% Security deposit within the date specified, the Management may at its discretion can cancel the sale and forfeit the pre-bid EMD (Lot wise or combined EMD as deposited by the bidder) without issuing any prior notice to the tenderer.

(b) In the event of failure on the part of the purchaser to make payment within the date specified in the sale order the Management may at its discretion can cancel the sale and forfeit the security deposit without issuing any prior notice to the tenderer.

13. **Delivery Order and delivery:** - On receipt of full payment from the purchaser, Mjunction will issue a delivery order which will enable the purchaser to take delivery of the materials from the stock holder. The tenderer who has signed the online tender document is required to sign the delivery order. If this is not possible and if the tenderer desires to take delivery through his authorized representative, he must authorize the latter by a letter of authority, which shall be presented to the appropriate Management. The letter of authority shall bear the specimen signature of the authorizer representative duly attested by the tenderer. The Management may, in its entire discretion decline to act on any such authority and it shall be in all case, for the purchaser to satisfy the stockholder that the authority is genuine. Delivery by proxy will be at the (purchaser sole responsibility and risk and no claim shall lie against the Management on account, whatsoever, if delivery is effected to wrong person. **Delivery orders will only be handed over to the authorised representatives those who will have authority letter & signature duly attested by the proprietor of the firm. Delivery orders will not be issued without PAN Number of the firm.**
14. (a) **Delivery time for removal of goods:** The delivery of the materials will be effected “in situ” by the Management. Time is the essence of the contract. The goods sold will be removed by the buyer from the site within the **date as specified in the Scrap Release Order (Issued by Mgmt.). Under normal circumstances this time would be 20 working days from the date of SRO. Buyer shall be coordinating with authorized mgmt. representative as per tender document for collection of SRO.** Delivery of the materials will be made during working hours on all working days on presentation of the SRO & delivery order by the purchaser to the officer in charge Disposal Stores, who may suspend the delivery for a particular period of time for want of any clarification or other technical / operation reasons. The buyer will make their own arrangement for collection/ Weighment/ removal and transportation of the items/ lots purchased and will not be entitled to claim any facilities or assistance for the transport/ removal of the goods/ lots from the Plant premise. The Management may subject to the availability, extend at its discretion certain facilities such as cranes etc. on chargeable basis for handling the lot. The fact that such application has been made to the Management or any delay on the part of the Management to grant such facilities does not entitle the purchaser for any extension of the delivery date.
- (b) The removals of the materials within the stipulated period is not subject to the availability or otherwise of labour, transport Vehicle and such other factors as climatic conditions etc. which is the responsibility of the purchaser.
- (c) Whenever required by **TPDDL**, the purchaser shall give an undertaking to certify that items bought by him are scrap items and shall be utilized for scrap purposes only.
- (d) Any material of **TPDDL** bought by the **purchaser will be dispose off by him in an eco friendly manner as per the norms set by the govt.** and any govt. agency and the purchaser shall indemnify **TPDDL** against any or all liability arising out of it.
15. No picking, sorting, cutting, cleaning or breaking up of goods of materials sold will be permitted, except in certain special circumstance where prior sanction for such permissions has been accorded by the Management. Such permission will only be accorded on the distinct

understanding that the delivery order for such lot or lots must be obtained for the full, quantity before picking, sorting, cutting or breaking up commences.

16. **Shortage of goods:** Where goods are sold in lots and not in number or units, any reference to the quantity, quality, size, measurement number and weight in the notice or other documents shall not be a point of dispute and the purchaser shall have no claim against the Management for refund of whole or any part of the purchaser's money or for loss, of profit, of interest, damage or otherwise. Where materials are sold by weight or number and the management fails to provide delivery of the whole or a portion of the goods sold, the buyer shall be entitled to make a claim for the proportionate refund to the sale value of the undelivered quantity. He shall not be entitled to claim any damages, loss, profit, interest or compensation on any account due to such short delivery.
17. **Re-Sale:** Re-Sale will not be recognized by the Management. Sale Orders, delivery Order **and SRO** will be made out only in the name of actual purchaser.
18. **Custody and preservation of goods after sale:** The materials shall remain in every respect at the risk of the purchaser from the date of Sale Order is issued to the purchaser. The Management shall not be under any liability for the safe custody or preservation thereof from that date.
19. (a) **Withdrawal of goods from sale:** The Management reserves the right to withdraw at any stage from the sale after advertising or after issue of Sale Order/ delivery Order **/SRO** any items of any quantity of the materials by number or weight without assigning any reasons thereof to the purchaser. Sale Value for the materials so withdrawn, if any, paid by the buyer, will be refunded. The Management will not be responsible for any damages/ loss what so ever to the purchaser on account of such withdrawal.

(b) The Management reserves the right to dispose off any item by other means even after inviting tenders for sale of such materials by tender.
20. (a) **Abandoned Goods:** The purchaser must effect complete removal of the materials from the site within the date specified in the **SRO** issued by the Management. In case the material is not removed in full within the specified date, delivery order for the left over quantity will be treated as canceled. The materials so left over will be treated as "Abandoned Goods", at the risk and cost of the buyer. The Management will have full right on such Abandoned Goods and will be entitled to resell or dispose off the same in any manner it deems fit without any reference to the purchaser. The buyer will have no claim on materials declared as the "Abandoned Goods". In addition to forfeiting such Abandoned goods the initial deposit and the price if any paid by the purchaser the purchaser shall further be held liable for all commission and other charges and losses suffered by the Management which may be sued for & recovered in a Court of Law.

(b) **Extension of Delivery date:** Notwithstanding in the above conditions the Management may, on consideration of the merit of the case allow extension of the removal date upto a maximum period of 4 weeks charging ground rent equivalent to 1% of the value of the left over materials per week or part thereof. If the buyer fails to remove the full materials within the extended delivery date, the materials so left over will be treated as "Abandoned Goods" and will be dealt with as stipulated in para 20(a) above.

(c) If any materials for which delivery order is issued could not delivered to the purchaser by the Management either in full or in part due to any reason attributed to the management, the

Management at its own discretion may extend the date fixed for removal of the materials for a further period without charging Ground Rent.

21. **Damage to Plant Properties:** The purchaser shall be fully responsible for any loss/ damages that may be done to the premises, equipments, machineries, and other installations of the Plant in the course of removing the lot/ lots bought by him, and the purchaser is fully liable to reimburse to the Management the cost of such damages. The Management fully reserves the right to recover the cost of such damages from any sum due to the purchasers.
22. **Entry Passes to the Plant:** Admit / Area/ Gate Passes are issued to the representative of the purchaser by the authorized representative of the Management, on the recommendation of the Office-in-charge, Disposal Stores. The purchaser and their workers should not move about freely in the Plant, Grid Stations, Zones, Scrap yard or other than they are authorized to visit free movement of purchaser and their workers on the strength of the admit passes issued for particular area/ place is against Security Act. Purchaser are advised to enforce this requirement strictly and restrict their movement in the Place / Area specified in the admit passes. Non-observance of precautions under the Public Security Act, which may please be noted and also notified to the staff of the purchaser and workers. In case of necessity to proceed to an area, other than the one noted in the admit passes, it is invariable necessary to get new area, added in the admit passes by the office of the issue. Any breach in the enforcement of safe custody and improper use of the passes would entail termination of the sale at any stage at the risk and cost of the purchaser.
23. **Compliance of Labour Laws Safety Rules:** During the period of the purchaser's workers are employed within the **TPDDL**, they will be governed by the Labour Law and Rules, Factory Act and Rules and **TPDDL** Security Rules & Safety Rules as applicable and it shall be the responsibility of the purchaser to ensure that the statutory provisions are complied with fully.
24. **Recovery of Dues :** Any sum of money due and payable to the purchaser including Security Deposit (returnable to him under this contract) may be appropriated by the **Tata Power Delhi Distribution Ltd** or Government of any other person or persons and adjusted against any claim of the **Tata Power Delhi Distribution Ltd** or Government or such other person or persons for the payment of the sum of money of the arising out of or under any other contract tender made by the purchaser/ tenderer with the **Tata Power Delhi Distribution Ltd** or Government.
25. **Payment of Interest:** No interest will be paid on the amount paid by the Purchaser and subsequently found refundable under any of the condition mentioned herein.
26. **Illegal Gratifications :** Any bribes, commission, gifts or advantage given, promised or offered by or on behalf of the tenderer of his partner agent or servant of any one on their behalf to any Officer, servant representative or agent of the company or any Officer, Servant, Representative or agent of the Company or any person on their behalf in relation to the obtaining or to the execution of this or any other contract with the company for showing or for bearing to show favour or disfavour to any person in relating to this or any other contract as aforesaid shall subject to the tenderer to the cancellation of this contract, aforesaid and also to payment of any loss of damage resulting any such cancellation to this like extent.
27. **Arbitration**
All questions, claims, disputes or differences of any kind whatsoever arising out of or in connection with or concerning this contract, at any time, whether before or after the determination of this

contract, other than questions, claims, disputes or differences for the decision of which specific provisions have been made in the foregoing clauses of these conditions (hereinafter referred to as "excepted matters" and decision on which excepted matters according to the said specific provisions shall be final and binding on the parties to this contract and shall not be re-opened or attempted to be reopened on the ground of any informality, omission, delay or error in the proceeding or on any other ground whatsoever) shall be referred by the parties hereto for the decision by a Sole Arbitrator to be appointed as hereinafter mentioned.

The notice regarding the invoking of the arbitration clause shall be served by the parties hereto by registered post at their address given in the contract.

Matters in question, dispute, claim or difference other than the excepted matters in respect of this contract to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by the Managing Director, **Tata Power Delhi Distribution Ltd**. In case the designation of the Managing Director is changed or his office abolished, the officer who for the time being is entrusted with the functions of the Managing Director, **Tata Power Delhi Distribution Ltd**, by whatsoever designation such officer is called shall be the person designated to appoint the Sole Arbitrator. The Arbitrator so appointed shall adjudicate upon the disputes between the parties hereto.

The Sole Arbitrator appointed as stated above, shall from the time of his appointment and throughout the arbitral proceedings, without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality provided that the mere fact that such Sole Arbitrator is an employee of the **TPDDL** shall not be regarded as such circumstance. The Arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantive law for the time being in force in India.

The Arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party.

The venue of the Arbitration shall be DELHI only-

The question of procedure for conduct of the arbitration proceedings shall be decided by the Arbitrator in consultation with the parties before proceeding with the reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) aforesaid the arbitrator in consultation with the parties shall also determine the manner of taking evidence, the summoning of the expert evidence and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to actually incurred expenses only, in respect of preparatory meeting(s).

The provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder, if any and all modifications / amendments thereto shall deem to apply and / or be incorporated in this contract as and when such modifications / amendments to the Act / Rules are carried out.

Work / Supply under the contract shall be continued by the contractor / supplier, under the contract, during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work or supply.

28.0 Legal Jurisdiction:

All kinds of Legal proceedings against the **Tata Power Delhi Distribution Ltd** in any matter arising out of the sale shall be liable only by the appropriate Civil Court of Delhi

ANNEXURE – I

Lot No.	Material Description	UOM	Qty	Remarks	EMD(INR)
MJ-TPDDL/14-15/11/37	Scrap Street Light Items	Lot	1	Narela Store	
	Scrap Tube Light florescent (1115 Nos)				
	Scrap fitting Tubelight (79 Nos)				
	Scrap Holder for tubelight (195 Nos)				
	Scrap Starter (864 Nos)				
	Scrap Cap of FT-Tubelight (199 Nos.)				
	Scrap Ignitor (11267 Nos)				
	Scrap Holder Lamp (70 Nos)				
	Scrap Lamp HPSV 70/125/150W (16162 Nos)				
	Scrap Lamp HPSV 250W (1722 Nos)				
	Scrap Lamp Cap HPSV 70/150/250W (2263 Nos)				
	Scrap Holder HPSV 70/150/250W (792 Nos)				
	Scrap Fitting HPSV 70/150/250W (19 Nos)				
	Scrap Electric Lamp- 100W (27 Nos)				
	Scrap Lamp-400 (42 Nos)				
	Scrap Choke-40 (644 Nos)				
	Scrap choke-70 (4837 Nos)				
	Scrap Choke-150 (5565 Nos)				
MJ-TPDDL/14-15/11/38	Scrap Pin Insulator (220Nos.+21Nos.)=241 Nos.	LOT	1	MGP Store + Narela	400000/-
	Scrap Disc Insulator (851Nos.+24Nos.)= 875 Nos.				
	Scrap Insulator mixed/LA (369+365 no.)= 734 Nos.				
	Scrap DD Fuse (805 (150 nos upper part) +693Nos.)=1498 Nos.				
	Scrap GO Switch / AB Switch (31Set +55Set)= 86 Nos.				
	Scrap Isolators 33/66 KV Assorted (3 Set +2 Set)= 5 Nos.				
	Scrap Fuse Base & Fuses Assorted (119 Nos.+350 Nos.)= 469 Nos.				
	DD fuse barrels = 134 Nos			Narela Store	
MJ-TPDDL/14-15/11/39	Scrap Mechanism of ACBS Assorted (51 Nos)	Lot	1	Narela Store	
	Scrap C.T. DRY Type Assorted (589 Nos)				
	Scrap Fixed Contacts (1 Nos)				
	Scrap Megger (22 Nos)				
MJ-TPDDL/14-15/11/40	Scrap Battery Charger 150AH (3 Nos)	Lot	1	Narela Store	
	Scrap Breaker 33Kv SF6 (1 Nos)				
	Scrap Panel SF-6 (3 Nos)				
	Scrap L.T. ACB distribution board (7 Nos)				
MJ-TPDDL/14-15/11/41	Scrap P.T. Dry Type mix (34 Nos)	Lot	1	Narela Store	
	Scrap P.T. 33 KV (32 Nos)				
	Scrap C.T. 11 KVA (88 Nos.)				
	Scrap C.T. 33 KV (2 Nos)				
	Scrap C.T. Oil Filled 66KV (17 Nos)				

MJ-TPDDL/14-15/11/42	P.V.C. Scrap Assorted (3581 Kg Approx.)	Lot	1	Narela Store
MJ-TPDDL/14-15/11/43	Scrap Allu. Cable Mix assorted	MT	125	MGP Store
MJ-TPDDL/14-15/11/44	Iron scrap mix assorted (61ton + 42 ton)	MT	103	Narela+MGP Store
MJ-TPDDL/14-15/11/45	Scrap M.S. Cable drum	MT	66	Narela Store
MJ-TPDDL/14-15/11/46	Scrap Pvc meter boxes (5600 KG + 21000KG)	KG	26600	Narela + MGP Store
MJ-TPDDL/14-15/11/47	Scrap PVC meter boxes with CT & bushes) (6100 KG + 18700 KG)	KG	24800	Narela + MGP Store

**** Location: Narela Store & MGP -Mangolpuri Scrap Store ,**

****Quality & Quantity of materials offered are indicative & approx. only.**

• Bidders are requested to inspect the material physically before bidding if desired and participate in bidding as per their own assessment.

• Taxes: As applicable at the time of Delivery.

LETTER OF INTEREST

mjunction services limited
C-127, 2nd Floor, REX House, (Main PVR Road)
Naraina Industrial Area, Phase – I
New Delhi. - 110028

Date:

REF.: Notice for Online sale on <http://www.metaljunction.com/> of used assets and scrap belonging to
TPDDL FA-11 Dt-18.12.14.

Dear Sir,

- (1) We _____ are interested in participating in the online sale for above mentioned online forward Auction Notice. We also agree to abide by all the instructions contained in the above indicated notice, General Rules and Regulations governed in Conduct of Online Auction and your Terms and Conditions for Sale of Material by Auction, to the extent not modified in this online Notice.
- (2) We have been trained to our satisfaction regarding the bidding on [www.metaljunction.Com](http://www.metaljunction.com) and have trained ourselves on the demo site – <http://demo.metaljunction.com>.
- (3) We are hereby submitting the applicable EMD as per the catalog with the following details for one time participation in the above mentioned Online Forward Auction only.

Lot No.	D.D./ BC No.	Date	Bank Branch	Amount (Rs.)

- (4) We agree to offer our best bid in the online sealed bid / Auction process, exclusive of Excise Duty, Sales Tax and other levies and hold the same valid for 30 days from the date of event closing.
- (5) We are providing the following details of ourself in connection with the above sale.

Name of the Contact Person : _____
Contact Telephone Nos. : _____
Mobile No : _____
FAX No. : _____
E-mail particulars : _____
PAN Number : _____
TIN Number : _____

Place _____ Date _____

Yours Faithfully

Signature of authorised Person
For M/S _____
(With Company's Seal)

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

INTRODUCTION:

This Online Forward Auction is being conducted for Tata Power Delhi Distribution Limited (hereinafter referred to as the “**Client**”) on the Auction Platform of metaljunction services Ltd (hereinafter referred as “**Service Provider**”).

The General Rules and Regulations provided herein govern the conduct of on line forward Auctions arranged by “**Service provider**” on its Auction Platform. These rules cover the **roles and responsibilities** of the parties in the online Forward Auctions on the Auction Platform. **Acceptance in-toto to these General Rules and Regulations governing conduct of online auctions, and Terms and Conditions for Sale of Materials by auction, of TPDDL is a pre-requisite for securing participation in the online auctions.**

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

ROLE OF “SERVICE- PROVIDER”

1. “Service Provider” is the agency (operator) primarily providing the service of the Forward auction to the “client”.
2. Finalisation of the auction items in consultation with the client.
3. Defining of bidding rules for each auction in consultation with the client.
4. Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules.
5. Input of the Auction items and defining the bidding rule in the auction engine.
6. Enlarging the customer base by introducing new bidders.
7. Collection of EMD, Letter of Interest etc. from the willing bidders and forwarding the same to the Client.
8. Providing access to the approved bidders to participate in the Auction.
9. Summarising the Auction proceedings and communicate the outcome to the Client.

The responsibility of fulfillment 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:

1. The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction.
2. 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 Letter of Interest. Payment of 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.

3. 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 at 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”.
4. In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfill outlined obligations under the contract.
5. 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:

- Definition of the unit bidding.
- Start Time and duration of the auction.
- Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration.
- Start Bid Price.
- Specified Unit for Bidding.
- Price Increments and any reduction in the price increment in the auction in the event of inactivity.
- Other attributes (informational/non-negotiable in nature).

While it shall be the endeavor of “Service Provider” to specify these rules at the earliest for each online auction, the “Service Provider” 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 the “Client” and handed over stamped and manually signed “General Rules and Regulations governing conduct of online auction along with Letter of Interest, required EMD amount and other necessary documents to the “Client”/ “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 Competent Authority 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 Competent Authority of the Client, shall have the right to undertake one or more of the following steps:

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

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 auction or any other person(s) for:

- Any breach of contract by any of the parties in the fulfillment of the underlying contract.
- 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.

CONFIDENTIALITY CLAUSE:

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

JURISDICTION

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

Signed in acceptance of the above terms and conditions

Name:

Signature

Designation of signatory

Date

Place

Telephone / FAX no._____

DEFINITION OF KEY TERMS**Auction**

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

Online Auctions

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

Award at the Auction.

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 auctioned. The bidder quoting the highest price is normally allotted the item.

Client

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

Bidder

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

Auction Engine

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

Timings of the Online Bid

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

Preview Time

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

Start Time

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

Duration of the Auction

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

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

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

End of the Auction

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

Auction Report

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