

ON BEHALF OF The TATA POWER COMPANY LIMITED Registered Office: Bombay House, 24 Homi Street, Mumbai - 400001

mjunction services limited
will administer the e-auction VJ TPCL/DEC/14-15/02

Revisions			
LOCATION	TATA POWER, HALDIA , HALDIA POWER PROJECT, HFC COMPLEX, PATHIKHALI, DIST.: PURBA MEDINIPUR, HALDIA- 721 606		
DATE OF AUCTION	17 th Dec,2014		
STARTING TIME OF AUCTION	2:00 PM		
DATE OF INSPECTION	Till 16.12.2014 with prior appointment. All gate pass formalities of Tata Power are to be made at the time of preparation of gate pass.		
CONTACT PERSON WITH CONTACT NO.	Asish Karmakar/S. Mandal Snehajit Das		Tel 91 3224 251399, Fax 91 3224 251398, Mobile 8768455566/8348844499 8584008243

PAYMENTTERMS	An amount of Rs 10,000/- has to be deposited to Mjunction Services Ltd as EMD. EMD is to be paid within 12:00 PM on 17.12.14. The EMD will be refunded after lifting completion. EMD to be submitted in the following a/c: <i>Mjunction Services Limited</i> HDFC Bank Ltd. 2/6 Sarat Bose Road, Kol-20. A/c. no. : 00140310003480 IFSC code: HDFC0000014
--------------	--

LOT NO.	LOCATION	MATERIAL DESCRIPTION	QTY	UOM	LOADING	ED %	VAT	TCS	
1	HALDIA	Pressure Gauge, Level switches, Pressure switches, thermocouples	1	LOT	Self	NA	14.5%	1%	
2	HALDIA	Burnt Instrument cable	1	LOT	Self	NA	14.5%	1%	
3	HALDIA	Electrical control & power cable	1	LOT	Self	NA	14.5%	1%	
4	HALDIA	Plastic jar 25 kg-137 nos,35kg-44 nos,50kg-48 nos,60kg-57 nos	1	LOT	Self	NA	14.5%	1%	
5	HALDIA	Empty steel metal drum, 200 litre capacity	80	Nos	Self	NA	5%	1%	
6	HALDIA	Scrap GI cable tray	10	MT	Self	NA	5%	1%	
7	HALDIA	Steel scrap(ID fan casing, pipes etc)	40	MT	Self	NA	5%	1%	

LIFTING TERMS	Delivery- First 100% Steel items to be lifted and then other items on AS IS WHERE IS BASIS. 100% advance payment in both cases; In case of delay in payment penalty@0.5% /Week on the lot value to a maximum of 2 weeks will be imposed
1	Bidding will be done on NO /MT/ LOT/kg basis as mentioned above
2	If a bid is placed in the last 05 minutes time will be extended by 05 minutes. If no bidding is done in last 05 minutes, auction will close at the highest bid. .
3	Once the auction starts Manual Bidding and Proxy Bidding facilities will be available.
4	All bidders are requested to refer to the final catalog before bidding available on the internet site (www.mjunction.in) before the auction. There might be a variation in the lotting / quantity / terms during the release of the final catalog.
5	The buyer will proceed with dismantling work strictly between 8:00am to 4:30 pm. Weekly off on Tuesdays.
Commercial Terms:	
1	Bidder's are requested to register with MJUNCTION and obtain username / password.
2	Winning bidder to arrange Down Payment (DP) of 20% of winning bid along with all taxes within 72 hours of auction. Down Payment Demand Draft to be drawn on " The Tata Power Company Limited " payable at HALDIA.
3	Highest bidder will be intimated / informed about the sellers decision within 15days from the auction. If the winning bidder fails to pay within 72 hours of auction his bidders deposit will be forfeited and the bidder will not be allowed to participate in future
4	Balance payment (alongwith taxes and duties) should be made within seven (07) days from the date of lot confirmation. All Payments in favour of "The Tata Power Company Limited" in the form of Demand Draft payable at HALDIA.
5	Sales Tax and TCS will be extra as per applicable at the time of lifting.

6	Penalty and forfeiture applicable as mentioned in General Terms and Conditions
7	Any delay in making of any of the payments or lifting of material within the prescribed time frame will render the Buyer liable to forfeiture of the payments made.
8	The bidder's deposit (Security Money) is refundable after full payment and completion of lifting has been done by the buyer.
General Terms and Conditions	
1. INSPECTION / EXAMINATION OF MATERIAL AT SITE:	
A	The equipment and material shall be sold on "AS IS WHERE IS" basis. No complaints whatsoever will be entertained after the bid is made and it will be expressly understood that the buyer has fully satisfied himself regarding the quality, quantity and condition of the available equipments and material before bidding. The seller will not be in any manner responsible for any damage/deterioration of the equipments and material, if he disposable equipments and material is kept in the "Unloading bay / Scrap Yard" in open space.
B	The number, quantity or tonnage, nature of equipments and material and time of auction etc., given in the catalogue or auction bidding screen are only indicative. The equipments and material will be sold on prorata basis without any regard or consideration to this and no warrantee shall be implied.
C	The bidder is deemed to have inspected, examined reasonably and satisfied himself as to all matters regarding condition, quality and type of the equipments and material. No question or claim whatsoever in this respect shall be entertained after submission of the bid.
D	Material is lying at The Tata Power Co Ltd, HFC Complex, Patikhali Gate(HMC Division), Haldia, East Medinipur(W.B)721604
2. TAXES AND DUTIES.	
A	Excise Duty, Local Sales Tax or any other taxes will be charged extra as applicable to the buyer over and above the bid value. Central Sales Tax is 4% against form 'C' to be provided by the bidder.
B	The winning bidder will be liable to provide forms as applicable for concessional Sales Tax while lifting the material. Failing which the seller shall charge Full Sales Tax as per prevailing rates.
C	All Taxes duties like Sale Tax, Terminal Tax, Excise Duty and any other taxes, duties (imposed) whether payable to the Central Government or to the State Government or to the Municipal, Local or other authorities shall be deposited by the buyer before lifting the material.
D	The buyer should furnish copies of his Sales Tax Registration Certificate, incase required by the seller.
3. DELIVERY OF MATERIAL:	
A	The buyer will make his own arrangement for transportation of material from the seller's premises. However, the seller will guide in loading and weighing (if on weight basis) of material. Buyer will not be entitled to claim any further facility or assistance in this regard. The material sold on weight basis will be weighed on seller's or authorized weighbridge in the presence of seller's representative. The weights recorded on the weighbridge will be final and binding on both parties. No complaints as regards the shortage in the weight will be entertained later.
B	The buyer is not entitled to choose or pick any particular material from the lot. The buyer has to lift the entire material as available in the lot and as per the directions of the seller's representative.
C	The buyer is not allowed to lift any material other than the material described in the Lot even if such material is found in Scrap yard at the time of taking delivery. The material other than described in the lot but found at the site belongs to the seller and should not be lifted. In case, any successful buyer is found collecting material belonging to the seller willfully, severe action may be instituted against such buyer by the seller. This may include even lodging of Police Complaint.
D	The material delivery will be effected during working hours only (except holidays and Weekly off) and with appointment confirmation from the Seller.
E	Re-Sale will not be recognized and Release Order will be made out in the name of actual Successful Bidder only. However incase the winning bidder wants the material to be lifted by his sister company for any reason, he may do so by giving prior intimation in writing immediately after the declaration of winning results and before any advances / payments are made to The Tata Power Company Limited.
F	Gas cutting / cutting of the material will be allowed with due safety considerations and prior permission from the seller.
G	First 100% Steel items to be lifted and then plastic drums on AS IS WHERE IS BASIS. 100% advance payment in both cases

4. FORFEITURE / PENALTY:	
A	DOWN PAYMENT: In case of delay in making the down payment by the winning bidder, the bidders deposit will stand forfeited. In such a case the bidder will be declared as backed out and the opportunity of purchase will be given to the next highest bidder, unless otherwise waived-off by the seller.
B	BALANCE PAYMENT: In case of delay in making the balance payment by the winning bidder, the bidders deposit and down payment will stand forfeited. In such a case the bidder will be declared as backed out and the opportunity of purchase will be given to the next highest bidder, unless otherwise waived by the seller.
C	LIFTING OF MATERIAL: From the date of confirmation of the approved lot, the bidder will be liable to pay liquidated damages to the seller at the rate of 0.2% per day of the material value for a period of maximum 10 days of delay. If the delay exceeds 10 days the bidder shall be liable and the seller shall be entitled to forfeit all the payments made by the winning bidder. The opportunity of purchase will be given to the next highest bidder.
5. FORCE MAJEURE CLAUSE	
A	Seller shall not be liable for non-performance of any contract either wholly or in part nor for any delay in performance resulting due to cases beyond seller's control including fire, strikes, lock-out, closure, dispute with workmen, uncertain and unstable labor situation, war, riots, civil commotion, pestilence, epidemic, floods, accidents, damage or requirements of Government force or any circumstances. Should seller so determine shall be entitled at any time without notice to the buyer to cancel any contract the performance of which is likely to be delayed by any of the cause aforesaid and in such cases, the buyer shall have no claim upon the seller of any kind, The provision of this paragraph shall not be limited or abrogated by any other terms of the contract whether printed or written nor will be provision of this clause abrogate or limit the effect of any other clause mentioned in these terms and conditions.
B	In case any buyer purchases a lot and after making full or part payment removes part of the Lot and fails to remove the balance lot then, after the stipulated time is over (including the extension granted if any), the lot will be treated as abandoned and whatsoever money is paid for the lot will be forfeited along with the Down Payment etc. and the balance lot will be disposed off by company as it deems fit.
6. GENERAL	
A	The highest auction bid, will be 'subject to the approval'. The auction administrator of mjunction services ltd. and Tata Power Company Ltd will supervise together the auction sale and reserve the right to accept or reject such highest bid without declaring any reasons whatsoever. Such decision will be given to the highest bidder as per above mentioned date. The Seller and MJUNCTION reserves the right at its discretion to withdraw any lot prior to commencement of auction without assigning any reasons thereof. The auctioneer may even refuse to accept any bid from any person, at any time without assigning any reasons for such refusal.
B	Successful execution of the contract will mean clearance of the lot sold from specified location and payment of complete transaction money inclusive of Duties, levies and taxes within specified time frame.
C	Buyers are warned that any attempt to misuse Gate Pass, Challan authorizing delivery, the decision of the seller regarding satisfactory performance or otherwise will be final and binding on the buyers and such lots in question shall be resold by the seller.
7. ABIDANCE BY COMPANY'S RULES AND REGULATIONS REGARDING SAFETY AND DISCIPLINE	
A	The buyer, their servants and agents shall be required to abide by all specific general regulations of safety and discipline within the seller's premises. The material will be handled by the buyer, their servants/agents at their own risk and any loss/damage whatsoever to any individual or property in such handling or as a consequence thereof shall be the sole responsibility of the buyer.
8. ARBITRATION AND JURISDICTION	
A	All disputes and difference arising out of this auction shall be referred to the sole arbitration of seller or his nominee and the award of such arbitrator shall be binding on both the parties. The contract shall be subject to the jurisdiction of Mumbai.
Additional clauses:	
1.	Buyer shall dismantle, handle and transport with safety within and outside seller's premises.
2.	All the materials will have to be dismantled and cleared within the stipulated time safely.
3.	For dismantling, handling and transportation out of seller's premises, no service or any facility shall be provided by seller and no expenditure shall be incurred by seller. However, all access to undertake the job shall be provided by seller.
4.	During cutting, dismantling, handling, transportation and any other work carried out within the seller's premises, all seller's safety standards as per the safety policy have to be strictly adhered to (attached as 'General Terms and Conditions of Contract

5.	The equipment / material shall be collected safely and transported out of the premises. In case of some shortfalls, changes observed during actual collection of this inventory from the one mentioned in the catalog, buyer's price shall remain unchanged.
6.	No screening will be allowed.
7.	Buyer will provide test and fit for use certificates for tools, tackles, hoists and construction equipment used by him for the job.
8.	Buyer will use cranes if called for, hired locally as required, which will have valid test certificates and the cost will be borne by the buyer.
9.	The equipment / material shall be transported out of the premises, weighed in a weigh bridge specified by seller under the supervision and certification of seller's personnel. The payment against equipment / material shall be against the certified weights
10.	Power and water shall be supplied by seller at one point for each Lot.
11.	No individual representing any company other than that of the buyer shall be allowed inside seller's premises.
12.	All the people engaged by the buyer shall be insured. Buyer will also insure all their tools, tackles, and construction equipment deployed for the job. Buyer will also undertake third party insurance cover. Under no circumstances shall any liability be on the seller.
13.	For dismantling activities within seller's premises, no services or facilities shall be provided by seller and no expenditures shall be incurred by seller, unless mentioned elsewhere.
14.	After transportation of materials out of seller's premises, complete cleaning of the premises will be buyer's sole responsibility.
15.	This is a protected place by the Government of India, under Electricity Act. Only permanent employees will be permitted without police inspection. Other Casual Laborers must have police security clearance.