

METAL JUNCTION

ONLINE FORWARD AUCTION SALE
"The Tata Power Company Limited"
VJ/TPCL/MAY/22-23/FA-02

<u>Auction Date & Time</u>	:	27.05.2022 @ 3:00 pm
<u>Inspection Date</u>	:	Upto 26.05.2022 (Inspection should be with strictly prior Appointment with the location representatives of TPCL, excluding Tuesday)
<u>EMD Submission Date</u>	:	Upto 26.05.2022 by 05:00 pm
<u>Contact Person @ Mjunction</u>	:	Mr. Sudhakar Dandu (7738702514) – sudhakar.dandu@mjunction.in Mr. Varun Subba Billava (09920516150) – Billava.Varun@mjunction.in Mr. Shyama Prasad Dixit (08336939918) – dikshit.shyama@mjunction.in

Please note - All the interested the buyers are requested to go through the online training module present in our online website www.metaljunction.com to get acquainted with the bidding process.

“Tata Power/mjunction will not entertain any concern/issues regarding wrong bidding during the live auction & post auction. If any such case arises,

1. Then the EMD will be forfeited.
2. The customer will not be allowed to participate and will be debarred from all future auctions of Tata Power for at least 3 months.”

Note - Inspection is not allowed post auction.

Note 1: “Buyers who are having Maharashtra Pollution Control Board license are eligible to participate for Hazardous Items. Interested buyers need to submit MPCB Licence at dikshit.shyama@mjunction.in (8336939918)

Last day to submit the MPCB License to Mjunction: ONE DAY prior to the Auction Event. Buyers will be only allowed to participate in the auction once approval is received from TPCL Environmental Department (One day prior to the auction)

Note 2: For any query regarding GST has to be sorted out before the auction. After that, no query will be entertained.

Note 3: Statutory Compliance - Group ESIC or Group Insurance coverage for the workmen of Scrap Vendors, who come to take delivery of Scrap Lots; is now mandatory as statutory compliance. Without Group ESIC or Group Insurance coverage, Scrap Vendors team shall not be permitted to enter any Tata Power & subsidiaries premises for taking delivery.

Earnest Money Deposit (EMD):

Customers willing to participate should submit EMD as per below:

MOEF (Copper) Lot EMD of Rs. 500000/- for Lot No. 6,7,8,9,10,11,12,13,14,15,16,17,25
MOEF Lot EMD of Rs. 10000/- for Lot No. 5, 18, 23, 24
General Lot EMD of Rs. 100000/-for Lot No.1,2,3,4,19,20,21,22,26,27,28,29,30,31,32,33

Lot launching schedule for the auction:

Lot No	Start Time
From Lot 1 to Lot 12	3:00 PM
From Lot 13 to Lot 23	3:30 PM
From Lot 24 to Lot 33	4:00 PM

Customer willing to participate in individual lot may also submit lot wise EMD mentioned alongside material list.

Payment of EMD will be accepted by RTGS/NEFT Only.

DETAILS OF RTGS/NEFT :

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

***All the customers will have a unique account number. The unique account number is an 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.**

SPECIAL NOTE:-

Successful Scrap Vendor shall contact the following officers for

- Sale Order/ Delivery Order – Mr. Kerman K Marfatia (Corporate Contracts) – 022 671713961/ 9029918611 – Email id - kkm@tatapower.com
- Delivery of Materials (Annexure 1) – Respective Location Stores/ Heads
- Refund of EMD/ Invoicing – Mr. Shreeram P – 9870470225
 - EMD Refund – Successful Scrap Vendor shall initiate "Request for EMD Refund" against the particular lot
- E-Auction Reference Number and Date of Auction to Tata Power – Mr. Kerman K Marfatia (Corporate Contracts) along with the below documents
- Copy / Scan of All Relevant Sale Order's issued
- Copy / Scan of Delivery Complete Challan
- Penalty as applicable

Metaljunction a business unit of mjunction services limited is pleased to be selected by M/s THE TATA POWER COMPANY LIMITED, for conduct of online auctions for disposal of their Surplus & Obsolete assets. All these assets given below will be sold on "As is where is basis" and on "No Complaint basis". All our valued customers are requested to peruse the participation terms, payment terms, lifting terms and other terms and conditions given below before participating. It is assumed that all our customers are aware about the terms and conditions as set out in these presents before placing a bid in the auction. We thank you in advance for your kind cooperation and participation.

Registration: All our new customers are requested to register themselves in the website www.metaljunction.in or get in touch with our representatives mentioned above.

General Terms and Conditions of Auction:-

Terms & Conditions -

1. Lifting Location - For Lifting materials from various locations, kindly co-ordinate with the order manager mentioned below.
- **Trombay** The Tata Power Company Limited
Trombay Thermal Power Generating Station
Chembur - Mahul Road, Mumbai - 400 074
Contact - Mr. Siddapa Patil, 022 67175953 / +919223553158
 - **Transmission (1401)** The Tata Power Company Limited
Salsette Receiving Station, Lake Road, Bhandup, Mumbai 400 078,
Maharashtra, India
Contact - Mr. Anand D Kulkarni, 022 6717 4323 / 9224334693
Contact - Mr. Sunil Pansare – Landline : 022 6717 4321, Mobile : 9223550678
 - **Transmission
(Projects - 1404)** The Tata Power Company Limited, Powai Receiving Station,
Near Kailash Complex, Park Site Road, Vikhroli West,
Mumbai-400079, Maharashtra, India
Contact – Mr. Anand D Kulkarni, 022 6717 4323 / 9224334693
 - **Distribution** The Tata Power Company Limited
Dharavi Receiving Station, Near Shalimar Industrial Estate, Matunga,
Mumbai 400 019, Maharashtra, India
Contact – Mr. Sachin Sutar - Tel: 022 67172513 Mobile: 9029008451
 - **Hydro - Bhira** The Tata Power Company Limited
Bhira Hydro Generating Station
P O Bhira, Mangaon, Dist. Raigad 402 308, Maharashtra, India
Contact - Mr. Abhijeet Shinde, 021402600 32 / +91 7208055448
 - **Hydro - Bhivpuri** The Tata Power Company Limited
Bhivpuri Hydro Generating Station

P O Bhivpuri Camp, Karjat, Dist. Raigad 410 201, Maharashtra, India
Contact - Mr. Ovhal Rahul, 022 67176466 / +91 9029002705

- **Hydro - Khopoli** The Tata Power Company Limited
Khopoli Hydro Generating Station
Khopoli Power House, Khalapur, Dist. Raigad 410 204, Maharashtra, India
Contact - Mr. Kamariya Pathubha, 022 6717 6052 / +91 8866058636

 - **Corporate IT** The Tata Power Company Limited,
Corporate Center A, 34 Sant Tukaram Road, Carnac Bunder,
Mumbai 400 009, Maharashtra, India
Contact - Mr. Binoy Joseph : Mobile: 9029005630,
Mr. Kisan Sawant : Mobile : 9821493934
2. Items will be cleared by the Purchaser on "As is where basis is". Any and all expenses related to activities for taking the material out from the designated place including but not limited to activities such as dismantling, gas cutting of Scrap, handling, loading, cranes / loading equipment, transport and other facilities shall have to be arranged by the Purchaser at his own costs and risks. Work Permit on daily basis shall be obtained before commencement of work. Ensure "Hot Work Permit" and necessary Fire Fighting equipment's are made available at the site, before commencing of work involving gas cutting. Dismantling structures and systems shall be in discussion with the Order Manager & Safety Officer on day to day basis. You shall deploy crane of suitable capacity (as per safety requirement).
 3. **Quantity** - The quantity mentioned is only indicative and approximate. Actual quantity as per the declared lot (even if the quantity is less or more than the contracted quantity) shall be fully cleared as demanded by The Tata Power Company Limited. In case, the quantity is more than the declared quantity, The Tata Power Company Limited, however, reserves the right to limit the disposal to the contracted quantity. Purchaser is required to lift the material from one end, in a sequence till the contracted quantity is lifted. No selective picking / sorting / grading of any kind will be permitted under any circumstances.
 4. **Security Deposit** - Earnest Money Deposit shall vary depending on the lot expected revenue earnings. Earnest Money deposited by the H1 Bidder as part of e-auction stands converted into Security Deposit for this contract and shall be retained till such time the sale order amount is completely paid and on 100% completion of lifting the materials.
 5. **Payment** - You are advised for 100% payment of the Sale order value within 07 working days on receipt of sale order through email from Tata Power for payment, by way of NEFT / RTGS. Extension to the due dates for payment, will not be entertained. We reserve the right to cancel this Sale Order and forfeit the Earnest Money Deposit in case Purchaser fails to comply to the above payment due dates.

In case of RTGS / NEFT - Vendor has to confirm payment detail on vendor's letter head with authorized signature as mentioned below:-

- Deposit amount
- Bank name from amount transferred
- RTGS transaction no.
- Sale order no. against payment deposited

NEFT / RGTS Details:

Beneficiary Name : The Tata Power Company Limited
Bank Name : HDFC Bank Ltd
Branch Name : Fort Branch, Mumbai
Address : Manekji Wadia Bldg. Nanik Motwani Marg, Fort, Mumbai 400 023
STD Code & Tel No.: 022 24988890
Branch Code : 60
Bank & Branch Code: 400240015
Account No. : 00600110000763
Account Type : CC
IFSC Code : HDFC0000060
Pan No. : AA ACT0054A

6. **Taxes, Levies & Duties** - CGST, SGST & IGST will be applicable to the bidders over and above the Sales Order Value and is included in the Sales Order. Any other relevant taxes & duties implemented by Government will be applicable as per date of delivery, which buyer has to pay in full before taking delivery of the lots.
7. **Delivery** -
- 7.1 Delivery/lifting shall be allowed only on receipt of payment as stipulated above and you must effect complete removal of materials within the free lifting period specified above against the respective lots. The quantity ordered is approximate. In case the quantity on actual weighment is found to be less than the quantity shown above, The Tata Power Company Limited will not be bound to make good the shortages, but the purchaser will be refunded the cost of quantity delivered short and no interest will be allowed on the cost of the short delivered quantity. In case the quantity on actual weighment found excess than the quantity shown above, The Tata Power Company Limited can sale at its sole discretion lot(s) to the extent of 20% on advance payment of the cost at their accepted offers.
- 7.2 The bidder will make his own arrangement for loading and transportation of material from the seller's premises. However, the seller will guide in loading and weighing (if on weight basis) of material. The bidder will not be entitled to claim any further facility or assistance in this regard. The material sold on weight basis will be weighed on sellers 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.
- 7.3 The bidder is not entitled to choose or pick any particular material from the lot. He has to lift the entire material as available in the lot and as per the directions of the seller's representative.
- 7.4 The bidder is not allowed to lift any material other than the material described in the Lot even if such material is found in the 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 bidder is found collecting material belonging to the seller willfully, severe action may be instituted against such bidders by the seller. This may include even lodging of Police Complaint.
- 7.5 Re-sale will not be recognized and Delivery Order will be made out in the name of actual Successful Bidders only. Customer has to produce sale order copy, sale order acceptance copy, ID card & Payment copy, authority letter from the original bidder.

- 7.6** Gas cutting / cutting of the material will be allowed with due safety considerations and prior permission from the seller. Bidder's to make their own arrangement, if permitted.
The material delivery will be effected during working hours only between 9.00 to 12.00 Hrs. & 14.00 to 16.00 Hrs. except Sunday & Public Holidays
- 7.7** "Delivery of Lots" are Permitted to Customers, who are awarded the Lots and only on showing Original "Delivery Order" & "Sales Order" along with email copy as received from Corporate Contracts. Customers sending other than themselves with "Authorization Letter" will not be entertained to take Delivery of Lots, due to Security Reasons, as the utility are vital installations. Customers are requested to issue Identity Cards to their Delivery Team, entering any Locations of Tata Power & its Subsidiaries for Lifting the Materials. Security shall permit & issue the Gate Pass to those having in Possession Valid Photo L Identity, as Issued by the Customers Company. Stores Personnel to Clarify & Confirm Compliance before allowing to take Delivery of Lots as per the Sale Order.
- 8. Adherence to Delivery Schedule** - Purchaser shall fix prior schedule with our Stores for taking delivery of material. In case, any pre-determined delivery schedule is not adhered to and cancelled by the Purchaser without sufficient notice, Purchaser will be liable to pay INR 5000 (Rupees Five thousand only) per such incidence as penalty charges
- 9. Penalty Clause -**
- 9a. Late Payment on Award of LOT SALE -**
- Purchaser shall ensure payment of 100% payment within 07 working days on receipt of email from Tata Power for payment, by way of NEFT / RTGS. Delivery Order shall be issued immediately on receipt of 100% payment.
 - In case of late payment, a late payment fee shall be levied at 0.25% of the total Sale Order Value for each day of delay subject to a cap of 5% (20 days). If the purchaser fails to deposit the payment within the maximum allowable time of 20 days, the sale order will stand closed and EMD amount will be forfeited.
 - Non Payment shall be construed, as purchaser is not interested in lifting the lot and same shall be put to Re-Auction.
- 9b. Late Lifting of Materials -**
- On receipt of Delivery Order, Purchaser shall complete the material lifting latest by 15 working days. However depending upon the lot quantum, seller may at their discretion allow additional days. In the event of failure to clear the above Lot/s within the stipulated time, administrative & associated charges @ 0.25 % of the total Sale Order Value for each day delay subject to a maximum of 5% (20 days) of the Total Sale Order Value. The penalty amount shall be adjusted from the EMD.
 - In case the lot/s are not removed even after lapse of 20 days beyond the stipulated time, Tata Power reserves the right to dispose-off the lot/s or balance of the lot/s to a third party and forfeit the balance amount including EMD.
- 10. Bid Validity** - To ensure quick material disposal in lines with the market trend, resulting in reduction of lead time; Tata Power has reduced the BID VALIDITY as per the following category of disposal
- SCRAP MATERIALS/Fixed Assets/Current Assets 30 Days

11. Force Majeure Clause -

11.1 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 the 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.

11.2 In case any bidder 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.

12. Sale Order Manager - The Sale Order will be managed by the Stores Manager of the respective division. All future enquiries related to this Sale Order shall be addressed to him. (Contact details of Order Manager will be intimated in the sale order).

13. Termination of Contract – The Tata Power Company Limited reserve the right to terminate the contract in case of failure on part of the purchaser to complete the transaction as per the terms and conditions of this contract. Any loss to The Tata Power Company Limited that may be occasioned by such eventuality will be recovered from the purchaser / proceeds of the sale order.

14. Statutory Compliance / Safety - The purchaser and all its personnel shall strictly comply with the safety standards and requirements of The Tata Power Company Limited as detailed in Contractor Safety Manual (CSM) (copy available on demand). By accepting this order, it is expressly understood that you have read, understood and accepted all our requirements and procedures as detailed in the safety handbook and purchaser shall ensure that all its personnel deputed at our site for the execution of this sale order shall abide by the same. In case of any deviations observed by any of our representatives, The Tata Power Company Limited shall have the right to stop the work without notice and shall also have the right to summarily terminate the Sale Order without any notice or further warning.

15. Materials will be handled by the purchaser, its representatives /agents at their own cost & risks 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 purchaser. The purchaser shall abide by all statutory requirements and shall indemnify The Tata Power Company Limited of any claims, losses or damages whatsoever including claims by third party arising out of its activities for the completion of this Sale Order.

16. Tata Code of Conduct – The Tata Power Company Limited, abides by the Tata Code of Conduct in all its dealing with stake holders and the same shall be binding on the Purchaser and the Contractor and their representatives for all the dealings under this contract. A copy of the Tata Code of Conduct is available at our website:

<https://www.tatapower.com/pdf/aboutus/Tata-Code-of-Conduct.pdf>

The Contractor is requested to bring any concerns regarding this to the notice of our Chief Ethics Officer on

the e-mail ID: cecounsellor@tatapower.com

17. **Dispute Resolution and Governing law** - Any dispute arising out of this transaction shall be resolved by litigation or binding arbitration ("Dispute Resolution") at Seller's sole option. Such Dispute Resolution shall be conducted at a location selected by Seller and in the event of binding arbitration, by an arbitration service selected by Seller. The Contract shall be interpreted in accordance with the prevailing laws of Republic of India.
18. **Arbitration Clause:** Dispute or differences arising out or relating to this Agreement shall be resolved **through amicable mutual discussion**. Failing such amicable resolution of dispute / differences either **of the** party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Managing Director of mjunction services limited (for issues relating to mjunction) or by THE TATA POWER COMPANY LIMITED, for issues pertaining to **THE TATA POWER COMPANY LIMITED**. The award of the Arbitrator shall be final, binding and conclusive on the **parties hereto**. The venue for arbitration shall be Delhi. The Arbitration proceedings will be governed and regulated by the provisions of Indian Arbitration and Conciliation Act, 1996 and the rules framed there under from time to time.

Governing Law: This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

Jurisdiction: The Court at Kolkata shall have exclusive jurisdiction **on any of the terms touching upon any subject matter of this agreement**.

19. **General**

- 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.
- Bidders 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 without any further reference to the buyers.
- Power shall be supplied by seller at one point for each Lot on chargeable basis
- No individual representing any company other than that of the bidder shall be allowed inside seller's premises
- For dismantling activities within the Seller's premises, no services or facilities shall be provided by the Seller and no expenditures shall be incurred by the Seller unless mentioned elsewhere. However, all access within the premises to undertake the job shall be provided by the company.
- After transportation of materials out of the Seller's premises, complete cleaning of the premises will be buyer's sole responsibility
- The Bidder, their representatives shall be required to abide by all specific, general regulations of safety and discipline within the company premises. The material will be handled by the bidder, their representatives at their own risk and any loss/damage whatsoever to any individual or property in such handling or as consequence thereof shall be the sole responsibility of the bidder
- The Bidder shall dismantle, handle and transport the material with safety precautions within and outside seller's premises. All the material will have to be dismantled and cleared within the stipulated time safely as stated in order. The Bidder, their servants and agents should wear required safety gears such as shoes, helmets, hand gloves etc.

20. **Order Acceptance** - Please acknowledge receipt of this Sale Order by returning the duplicate copy of the order duly signed and stamped by your authorized signatory as a token of acceptance within 48 hours from the date of receipt of this order. Unless otherwise communicated in writing within 48 hours of receipt of the order, this order shall be deemed to have been accepted by you in its entirety.

GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE

AUCTIONS ON THE “SERVICE PROVIDER” PLATFORM

INTRODUCTION:

This Online Forward Auction is being conducted for

THE TATA POWER COMPANY LIMITED, a company *existing within the meaning of Companies Act, 1956* having its registered office at Bombay House, 24 Homi Modi Street, Mumbai - 400001 (hereinafter referred to as the “**Client**”) on the Auction Platform of

MJUNCTION SERVICES LTD, a company incorporated and registered in India and having its registered office at TATA CENTRE 1ST FLOOR, 43 J L Nehru Road, Kolkata 700 071 India (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. The **acceptance, in-toto, to these General Rules and Regulations governing conduct of Online Auctions, and Terms and Conditions for sale of Materials belonging to THE TATA POWER COMPANY LIMITED, by Online Auction is a pre-requisite for securing participation of each Customer in the Online Auctions.**

ROLE OF “SERVICE- PROVIDER”

1. “Service Provider’ is the agency (operator) primarily providing the service of the Forward auction to the “Client”.
2. Finalization of the auction items in consultation with the Client.
3. Defining of bidding rules for each auction in consultation with the client.
4. Enhancing customer 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 customers.
7. Collection of Earnest Money Deposit (EMD), Letter of Interest etc. from the willing customers and forwarding the same to the Client.
8. Providing access to the approved customers to participate in the Auction.
9. Summarizing the Auction proceedings and communicate the outcome to the Client.

The responsibility of fulfillment of the contract rests between the customers and the client and the responsibility of the “Service Provider” shall be restricted to the extent of the Services provided by them.

ROLE OF CUSTOMER

The role of the Customer is outlined below:

- The Customer would participate in the auction with the aim of bidding to secure the auctioned item in the Online Auction.
- The Customer would be provided access to the Online Auction through a “User ID” protected by a “Password”. The Customer needs to ensure that the “User ID” and “Password” is not revealed to unauthorized persons. Customers are also requested to change the Password allocated to them by the “Service Provider” to keep their confidentiality. However it would be Customer’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. The access to the auction mechanism shall be provided to all the approved Customers subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. The payment of Pre Bid Deposit as decided by the Service Provider before the start of the Online Auction will be one of the necessary conditions for participating in the auction.
- Customers 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 Customers. Customers are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during online bidding shall render the Customers liable for penal action as deemed fit by “Client” / “Service Provider”.
- In the event of winning an allotment in the auction mechanism, the Customer shall commit to fulfill outlined obligations under the contract between Winning Customer and Client.
- The Customers shall bid on the terms & place their bid in the auction engine in the manner specified herein.. The Customers shall not stipulate any conditions on their own unless the terms herein expressly permit such conditions being stipulated by the Customer. 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 customers 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” only in the case of unforeseen contingency beyond its control shall retain the right to delay the announcement of these biddings rules or modify rules specified earlier at the time of the online bidding in prior written consent of the Client. These details would be available to the customers on the Auction Engine at the time of bidding.

The participation in the auction process presumes complete awareness and understanding of the bidding rules.

CONDUCT OF THE AUCTION:

Only those Customers 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 “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 TATA POWER COMPANY LIMITED, Mumbai will have the sole discretion to approve the Customers who have submitted bids and no requests will be entertained in this regard by Service Provider from the Customers.

The Online Auction shall be conducted on pre-specified date. The Key Terms pertaining to the conduct of Online 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 Online Auction, with the prior written approval of the Client, on any of the following reasons:

- The number of confirmed Customers is deemed insufficient to conduct the Online Auction
- Some of the confirmed Customers 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 Online Auction may also vary from the pre-specified period of time either on account of termination of the Online 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 Online 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 Online Auction with/ without a subsequent rerun of the auction on a mutually decided date
- Cancellation of a bid
- Locking / deactivate a Customer’s account (suspension of operations in the account), etc.

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

The best price communicated by the Customer 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 Customer. Customer will be bound by the price offered.

LIABILITY OF “SERVICE PROVIDER”

“Service Provider” shall not be liable to the Client/ Customers participating in the Online Auction or any other person(s) for:

- Any breach of contract between winning Customer and Client.
- 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/ customers in accessing the Auction Engine and placing bids, etc. the customers 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 Customers in participation but the ultimate responsibility on all these counts lies totally with the customers.

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 Service Provider and the Customer in any such case. In case the Online Auction is cancelled by Client, then Service Provider shall undertake the re-auction at its own cost, as directed by the Client.

CONFIDENTIALITY CLAUSE:

“Service Provider” undertakes to handle any sensitive information provided by the Client or confirmed Customers 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 (customers) 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 customers (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.

Services refer to the Online Auctions conducted by the Service Provider through its website as the venue for the purpose of the Online Auction and also includes the responsibilities narrated under the head "ROLE OF SERVICE PROVIDER" above.

Award at the Auction

In a single winner format, only one customer (normally the customer who quotes the highest price) is awarded all the units of the item being auctioned. The customer 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 customers desiring to buy these items from the Client.

Customer

Customer is the individual/business entity participating in the auction, intending to buy the item(s) from the Client. To become a Customer 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. Customers 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 customers. 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 customers 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 customers under the Bidding Rules module on the engine.

End of the Auction

End of the Auction refers to the termination of the auction proceedings 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.

ANNEXURE – 1

MJ Lot No	Lot No	Material Description	Category	Hazardous (Yes/No)	Qty	UOM	GST %	Plant Description	Location	Contact Person	Contact No
1	L1401FAO522144	MIX LOT OF MS/GI/COPPER AT BORIVALI - Consisting of Neutral Grounding Transformer NGT-1 (CGL MAKE) - Qty 1 no - 23.1kV, 6 Ohms, 7000A, with accessories, Asset No. 129001071 & Sr No - T 8291/2 on as is where is basis	FA	No	1	LOT	18	Central Store - Transmission	Borivali	MR. VIJAY JADHAV	9987198679
2	L1401FAO522145	MS/GI SCRAP LOT OF Borivali - Consisting of 245 KV GIS Equipment of Four bays of 245KV GIS Equipment in Phase-3 and Accessories like CVT's, LA's , ST-1, Outdoor structures of 220 kV MSETCL-4 & 5 , Bor-Salsette-1 & 2 , cables, panel with fittings & fixtures, etc with asset no - 131001623 on as is where is basis	FA	No	1	LOT	18	Central Store - Transmission	Borivali	MR. VIJAY JADHAV	9987198679
3	L1401FAO522146	MS/GI SCRAP LOT OF MALAD - Consisting of H Frame structure, Bus post structure, FOUNDATION FOR BKEAKERS - 2 nos , ACCESSORIES/CLAMPS - 6 nos, RCC Foundation for CVTs at Malad S/S, JUNCTION BOX - 6 nos , 11KV PT outdoor type-6 nos, 22KV GOD Power drive (Guj)-8 nos with asset no - 131001878, 131001879, 131001773, 131001891, 131001892, 131001895 , 131001898, 131001896, 131001897, 131001893 , 130000115, 130000110 on as is where is basis	FA	No	1	LOT	18	Central Store - Transmission	Borivali	MR. VIJAY JADHAV	9987198679

4	L1401FAO 522147	MIX LOT OF MS/GI/COPPER AT BORIVALI - Consisting of Three bays of 245KV GIS Equipment with asset no - 131001611 with copper and AL control cable, Bushing, Bays with two Main Bus bars , Bushing Junction, Local control panel with base , GIS/AIR Bushing, Lightening Arrester, Voltage Transformer On As Is Where Is Basis	FA	No	1	LOT	18	Central Store - Transmission	Borivali	MR. VIJAY JADHAV	9987198679
5	L1401SCO 522148	Scrap of Transformer waste Oil with oil drums at Borivali, Malad & Versova - HAZARDEOUS WASTE - Consisting of Waste oil of approx 5 MT in 30 oil drums from Borivali, Malad, Versova with oil drums on as is where is basis	SC	YES	5	MT	18	Central Store - Transmission	Borivali	MR. VIJAY JADHAV	9987198679
6	L1404SCO 522151	SCRAP OF COPPER CABLE CUT PIECES (MOEF) AT SEWRI FORT - CONSISTING OF CABLE XLPE CU 110 KV 1C X 1600 SQMM CABLE SCRAP CUTPIECES IN ASSORTED SIZES & LENGTHS - -APPROX 258 NOS ON AS IS WHERE IS BASIS	SC	YES	16.42	MT	18	Central Store - Transmission Projects	SEWREE	MR.JASPA L MATHAD U	9029002807
7	L1404SCO 522152	SCRAP OF COPPER CABLE CUT PIECES (MOEF) AT SEWRI FORT - CONSISTING OF CABLE XLPE CU 110 KV 1C X 1600 SQMM CABLE SCRAP CUTPIECES IN ASSORTED SIZES & LENGTHS, - -APPROX 333 NOS ON AS IS WHERE IS BASIS	SC	YES	20.18	MT	18	Central Store - Transmission Projects	SEWREE	MR.JASPA L MATHAD U	9029002807

8	L1404SCO 522153	SCRAP OF COPPER CABLE CUT PIECES (MOEF) AT SEWRI FORT - CONSISTING OF CABLE XLPE CU 110 KV 1C X 1600 SQMM CABLE SCRAP CUTPIECES IN ASSORETED SIZES & LENGHTS, - APPROX 343 NOS ON AS IS WHERE IS BASIS	SC	YES	21.42	MT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASP AL MATHAD U	9029002807
9	L1404SCO 522154	SCRAP OF COPPER CABLE CUT PIECES (MOEF) AT SEWRI FORT - CONSISTING OF CABLE XLPE CU 110 KV 1C X 1600 SQMM CABLE SCRAP CUTPIECES IN ASSORETED SIZES & LENGHTS, -APPROX 386 NOS ON AS IS WHERE IS BASIS	SC	YES	24	MT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASP AL MATHAD U	9029002807
10	L1404SCO 522155	SCRAP OF COPPER CABLE CUT PIECES (MOEF) AT SEWRI FORT - CONSISTING OF CABLE XLPE CU 110 KV 1C X 1600 SQMM CABLE SCRAP CUTPIECES IN ASSORETED SIZES & LENGHTS, -APPROX 315 NOS ON AS IS WHERE IS BASIS	SC	YES	20	MT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASP AL MATHAD U	9029002807
11	L1404SCO 522156	SCRAP OF COPPER CABLE CUT PIECES (MOEF) AT SEWRI FORT - CONSISTING OF CABLE XLPE CU 110 KV 1C X 1000 SQMM CABLE SCRAP CUTPIECES IN ASSORETED SIZES & LENGHTS, -APPROX 436 NOS ON AS IS WHERE IS BASIS	SC	YES	20.95	MT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASP AL MATHAD U	9029002807
12	L1404SCO 522157	SCRAP OF COPPER CABLE CUT PIECES (MOEF) AT SEWRI FORT - CONSISTING OF CABLE XLPE CU 110 KV 1C X 1000 SQMM CABLE SCRAP CUTPIECES IN ASSORETED SIZES & LENGHTS, -APPROX 301 NOS ON AS IS WHERE IS BASIS	SC	YES	17.93	MT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASP AL MATHAD U	9029002807

13	L1404SCO 522158	SCRAP OF COPPER CABLE CUT PIECES (MOEF) AT SEWRI FORT - CONSISTING OF CABLE OF 1C X 630 SQMM CABLE SCRAP CUTPIECES, CO-AXIAL / SHEATH BONDING CABLE CUTPIECES, 1C X 2000 SQMM CABLE SCRAP CUTPIECES, 3.5C CU CABLE CUTPIECES -300 Nos ON AS IS WHERE IS BASIS	SC	YES	10.32	MT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASPA L MATHAD U	9029002807
14	L1404SCO 522167	SCRAP OF COPPER CABLE CUT PIECES (MOEF) AT SEWRI FORT - CONSISTING CABLE OF Scrap-33kV 1C 630 Sq.mm Cu. Cable Cut Pieces , Cut Pieces of Cable XLPE Cu 110 V 1 C X 1000 Sq mm , Cut pieces of cable 110 kv 1c 500 sqmm cu xlpe , 110 KV 630 sqmm 1c cu Cable cut pieces, 220 KV 2000 SQMM Cable Cut Pieces, Cut pieces Co-axial cable scrap cutpieces, 300sqmm sheath bonding cable scrap cutpieces, 240 sqmm Sheath Bonding cable Total - Approx 825 Nos in assorted sizes & lenghts on as is where is basis	SC	YES	19	MT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASPA L MATHAD U	9029002807
15	L1404SCO 522168	SCRAP OF COPPER CABLE CUT PIECES (MOEF) AT SEWRI FORT - CONSISTING CABLE OF 1C X 1200 SQMM CU CABLE SCRAP CUTPIECES, 1C X 240 SQMM CU CABLE, 1C X 400 SQMM CU CABLE in assorted sizes & lenghts on as is where is basis	SC	YES	17	MT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASPA L MATHAD U	9029002807
16	L1404SCO 522169	SCRAP OF COPPER CONTROL CABLE, ARMoured CABLE (MOEF) AT SEWRI FORT - CONSISTING CABLE OF 1C X 1200 SQMM CU CABLE AND CONTROL CABLE ON AS IS WHERE IS BASIS	SC	YES	19	MT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASPA L MATHAD U	9029002807

17	L1404SCO 522170	SCRAP OF COPPER (MOEF) AT SEWRI FORT - CONSISTING BARE COPPER CUT PIECES IN ASSORTED SIZES & LENGTHS ON AS IS WHERE IS BASIS	SC	YES	423	KG	18	Central Store - Transmissi on Projects	SEWREE	MR.JASP AL MATHAD U	9029002807
18	L1404SCO 522171	SCRAP OF LEAD (MOEF) AT SEWRI FORT - CONSISTING LEAD MATERIAL CUT PIECES IN ASSORTED SIZES & LENGTHS ON AS IS WHERE IS BASIS	SC	YES	2.645	MT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASP AL MATHAD U	9029002807
19	L1404SCO 522163	SCRAP OF ALUMINIUM CABLE CUT PIECES AT SEWRI FORT - CONSISTING OF CABLE 1C ALUMINIUM CABLE CUT PIECES, PILC CABLE, 3.5 C AL LT CABLE & 3C X 400 SQMM AL -316 NOS. ON AS IS WHERE IS BASIS	SC	No	6.68	MT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASP AL MATHAD U	9029002807
20	L1404SCO 522172	SCRAP OF MS AT SEWRI FORT - CONSISTING STEEL TAPE IN ASSORTED SIZES & LENGTHS ON AS IS WHERE IS BASIS	SC	No	792	KG	18	Central Store - Transmissi on Projects	SEWREE	MR.JASP AL MATHAD U	9029002807
21	L1404SCO 522173	MIX SCRAP OF GI/COPPER AT SEWRI FORT - CONSISTING SCRAP OF CABLE JOINTS TERMINATION KIT -13 nos & SURGE ARRESTER - 6 nos ON AS IS WHERE IS BASIS	SC	No	1	LOT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASP AL MATHAD U	9029002807
22	L1404SCO 522174	SCRAP OF ALUMINIUM CABLE CUT PIECES AT SALSETTE - CONSISTING OF 33KV & 22 KV, AL CABLE 3C X 400 SQMM, 31½ AL CABLE OF 415 V & 1C X 630 SQMM ON AS IS WHERE IS BASIS	SC	No	12.48	MT	18	Central Store - Transmissi on Projects	SEWREE	MR.JASP AL MATHAD U	9029002807
23	L1001SCO 422105	SCRAP MS/GI E WASTE-OUT OF LOOSE ELECTRICAL FITTING & LAMP FITTING OF DIFFERENT TYPES AND SIZES, AS IS WHERE IS BASIS. E_WASTE	SC	YES	1	LOT	18	Trombay Generatin g Station	TROMBAY SCRAP YARD PLOT NO# 39	K T SAIGAL	9223587211

24	L1001FAO 422118	E-WASTE -SCRAP OUT OF MULTI SCANNER,PROJECT COMPUTER,RADO HAND HANDELED,VHF BASE STATION, AS IS WHERE IS BASIS	FA	YES	1	LOT	18	Trombay Generatin g Station	TROMBAY SCRAP YARD PLOT NO# 39	K T SAIGAL	9223587211
25	L1001SCO 522162	SCRAP COPPER CABLE WITH RUBBER PVC INSULATOR, ARMOURED & UNARMOURED. MOEF ITEM	SC	YES	12	MT	18	Trombay Generatin g Station	TROMBAY SCRAP YARD PLOT NO# 39	K T SAIGAL	9223587211
26	L1001SCO 422113	SCRAP RUBBER OUT OF CONVEYOR BELTS IN ROLLS OF DIFFERENT SIZES AND LENGTHS, AS IS WHERE IS BASIS	SC	No	13.77	MT	18	Trombay Generatin g Station	TROMBAY SCRAP YARD PLOT NO# 39	K T SAIGAL	9223587211
27	L1001SCO 422114	SCRAP RUBBER OUT OF CONVEYOR BELT IN CUT PIECES IN ASSORTED SIZES AND LENGTHS AS IS WHERE IS BASIS	SC	No	1	LOT	18	Trombay Generatin g Station	TROMBAY SCRAP YARD PLOT NO# 39	K T SAIGAL	9223587211
28	L1001SCO 522159	SCRAP MS OUT OF RAPH BASKET IN ASSORTED SIZES. AS IS WHERE IS BASIS .	SC	No	1	LOT	18	Trombay Generatin g Station	TROMBAY SCRAP YARD PLOT NO# 39	K T SAIGAL	9223587211
29	L1001SCO 522160	SCRAP MS OUT OF RUBBER LINE PIPES OF DIFFERENT SIZES AND LENGTHS, AS IS WHERE IS BASIS.	SC	No	10.87	MT	18	Trombay Generatin g Station	TROMBAY SCRAP YARD PLOT NO# 39	K T SAIGAL	9223587211
30	L1001SCO 522161	SCRAP MS OUT OF EMPTY DRUMS OF 210 LTR. CAPACITY, AS IS WHERE IS BASIS.	SC	No	67	EA	18	Trombay Generatin g Station	TROMBAY SCRAP YARD PLOT NO# 39	K T SAIGAL	9223587211
31	L1001SCO 522164	SCRAP MS LIGHT OUT OF ANGLE RODS, CHAIN LINK FENCING, LATHE TURNING, AS IS WHERE IS BASIS	SC	No	1	LOT	18	Trombay Generatin g Station	TROMBAY SCRAP YARD PLOT NO# 39	K T SAIGAL	9223587211
32	L1001SCO 522165	SCRAP MS OUT OF DISMANTLED TABLE AND BROKEN CHAIRS CUSHION AND PLASTIC, AS IS WHERE IS BASIS.	SC	No	1	LOT	18	Trombay Generatin g Station	TROMBAY SCRAP YARD PLOT NO# 39	K T SAIGAL	9223587211
33	L1001SCO 522166	SCRAP WOOD OUT OF PACKING CASES, WOODEN CABLE DRUMS, WOODEN BOXES, PLY WOOD ETC AS IS WHERE IS BASIS.	SC	No	1	LOT	18	Trombay Generatin g Station	TROMBAY SCRAP YARD PLOT NO# 39	K T SAIGAL	9223587211

PHOTOGRAPHS/VIDEOS

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

L1404SC0522156



L1404SC0522157



L1404SC0522158



L1404SC0522163



L1404SC0522167





L1404SC0522168





L1404SC0522169





Control cable and 1200 sqmm 19 MT ,PG1, Date-04.05.2022

L1404SC0522170



Bare copper 423 kg, Date -02.05.2022

L1404SC0522171



L1404SC0522172



L1404SC0522173



L1404SC0522174



L1001FA0422118



L1001SC0422105



L1001SC0422113



L1001SC0422114



L1001SC0522159



L1001SC0522160



L1001SC0522161



L1001SC0522162



L1001SC0522164



L1001SC0522165



L1001SC0522166



