



Neelami Auctioneer Pvt. Ltd.

L&T Construction

Neelami Auctioneer Private Limited is an authorized e-service provider for L&T Construction (Larsen & Toubro Construction) to obtain online bids through its portal <https://www.neelami.co.in>.

For the purpose of intimation- The purchase/ sale happens between the seller/H1 bidders, Neelami Auctioneer conducts e-auction subject to terms and conditions annexed hereto, and as per programme schedule listed below.

PROGRAMME SCHEDULE

E-AUCTION PARTICULARS	
Date & Day	12th December 2022, Monday.
Timings	03:00 PM - 04:00 PM (for all lots)
Type	Time Extension (03 minutes), after E-Auction closing time.
INSPECTION OF MATERIALS	
Location	C/O. Northern Coalfields Limited, CHP-Dudhichua OCP-10 MTPA, Phase-III of Northern Coalfields Limited, P.O- Khadia, Shaktinagar Dist. Sonebhadra (U.P) 231222.
Duration	06 th – 10 th December, 2022.
Timings	12:00 pm - 05:00 pm (except Sundays & Holidays)
PRE-PAID CMD/EMD SECURITY DEPOSIT (REFUNDABLE)	
Pre Bid CMD- To be deposited via RTGS with Neelami, as Security Deposit, subject to acceptance of T&C Registration and SD deposit shall be accepted till one day prior to e-auction up to 05:00 pm. A/c Name: Neelami A/c No.: 50200019491792 IFSC Code: HDFC0001204	
Event Fee will be charged from successful bidder (Non Refundable).	
Post Bid CMD- Bidder has to deposit 10 percent of the sale value to Neelami as post bid CMD within 48 hours after auction is completed.	
REFUND- For post Bid CMD and any excess payment made to L&T in the form of RTGS or Demand draft, refund will be initiated from L&T account. Neelami will not play any role for this refund related issues & Follow-up. Refund Initiation of SD only 48 hours after e-auction via RTGS/NEFT (On refund request e-mail received by bidder)	
E-AUCTION RESULT CONFIRMATION & PAYMENT	
[1] L&T Construction shall issue a final confirmation of acceptance/rejection for all lots within 15 Working days (excluding e-auction date) Withdrawal mail compulsory to cancel the bid from bidder after approval period is over.	
[2] The buyer shall deposit 100% payment within 07 calendar days from the date of confirmation, subject to acceptance of his bid amount and said lot/s from Neelami Auctioneer Pvt. Ltd.	

** Online Training on Demo/ Mock E-Auction shall be arranged on the bidder's request, strictly by prior appointment and only after completing e-auction registration/ CMD security deposit.

CONTACT PERSON FOR FURTHER DETAILS

Neelami Auctioneer Private Limited

Mr. Sandeep Ujgaonkar

Mobile: +91-7045885490/91

Tel.: 022-41200322 / 022-28479308

E-mail: auction@neelami.co.in /

account@neelami.co.in

L&T CONSTRUCTIONS

GENERAL TERMS & CONDITIONS.

Subject to the reserve price, fixed by the custodians **L & T CONSTRUCTIONS.**, (hereinafter referred to as L & T CONSTRUCTIONS) or persons duly authorized in this regard (hereinafter called authority) and of the terms & conditions contained herein all sale shall be made to the highest bidder on AS IS WHERE IS BASIS and on NO COMPLAINT BASIS.

- 1) **SELLER:** Seller referred in these conditions of sale, **L&T CONSTRUCTIONS.** a company registered under the Indian Companies Act, 1956 having its operations at the address mentioned hereinabove.
- 2) **AUCTIONEER:** Neelami. (Hereinafter referred to as "Neelami") Is an e-commerce service provider appointed by the seller to facilitate online - auction. Neelami will only facilitate online auction and are considered as third Party not particularly interested in the item/s being sold on behalf of seller.
- 3) Neelami runs its business on the basis of a robust website. However, Neelami is outsourcing server space from a third party hosting company and shall ensure the smooth running of the website. **L & T CONSTRUCTIONS./** Neelami will not be held responsible for any failure of power network, server, hosting server, internet connectivity, ISP or otherwise at Bidder's end or at **L & T CONSTRUCTIONS.** / Neelami end directly or indirectly affecting online method of bidding.
- 4) **BIDDER:** Any person representing as an individual OR as proprietor OR as an partner OR as an Authorized representative of any company and who is paying the caution money deposit and registered with Neelami is considered as a bidder. One individual Can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate caution money deposit.

Bidder must read the terms and conditions of the auction sale very carefully and then only place his signature on the **Acceptance Form.** He is also expected to record his address, Telephone Numbers Fax No., E-Mail address, as all the communication would be forwarded only at that address.

- 5) **The items put up for sale are under the custody of the Seller. Any lot or part thereof may be withdrawn from sale at any time before it is physically delivered to bidder without assigning any reason for such withdrawal.**
- 6) All the consignments will be sold on MT BASIS. Lots listed under the Special Instructions are sold subject to compliance of certain statutory conditions/ clearances listed against the Lot Numbers. The expenses towards obtaining of such clearances are to be borne by the successful bidders.
- 7) Goods/ Equipment's may be sold in one or more lots as found suitable and convenient and/or advantageous in the opinion of the committee nominated by the General Manager, L & T CONSTRUCTIONS., or officer authorized by him, present at the sale.
- 8) The Goods/ Equipment's are sold as they stand at the time of sale on as is where condition is. Quantities, qualities, sizes, measurements, numbers and weights whether announced verbally, at the time of Online Auction Sale or specified in the catalogue are as per shipping documents/ examination report and all Goods/ Equipment's are sold on the assumption that the bidders have inspected the same and known what they are buying. The principle of **Caveat emptor** will apply. The Auctioneers/ L & T CONSTRUCTIONS. do not give any guarantee or warranty or undertake any responsibility for the make, manufacture, description, quantity, quality, condition, size, weight, grade, accuracy, soundness, completeness, etc., of the Goods/ Equipment's mentioned in the catalogue or verbally announced. The lot(s) shall be removed in full from the site with all faults and flaws in description or otherwise and no selection or sorting of the material will be allowed. No complaint will be entertained after the lot is knocked down.

PARTICIPATION

- 9) The prospective bidder has to register with the auctioneer Neelami. At the office address mentioned hereinabove. The prospective bidder shall have to deposit Caution Money Deposit (CMD)/EMD/ Security Deposit along with REGISTRATION & ACCEPTANCE FORM as stated above at the time of registration by RTGS/ NEFT/IMPS Only. **CASH WILL NOT BE ACCEPTED.** For details contact on 022-28479308 /07045885490 / 91. It has to be submitted at “**M/S. Neelami**”.

Security Deposit: - PRIVILEGE/ PREMIUM member can also be deposit CMD through RTGS with NEELAMI as security deposit, subject to acceptance of terms & condition of NEELAMI Contact NEELAMI for more details.

- 10) Bidder/ Seller may note that any payments by RTGS/NEFT or any other means towards CMD/ Security Deposit or other purposes received by Neelami on behalf of Bidder/ Seller shall be handled in good faith and intention. However, Neelami shall not be responsible for the loss of the CMD/EMD from its custody due to reasons beyond its control such as fire, burglary, loss in transit, accident, war, riots, civil commotion, any terrorist activity, any natural calamity, adverse weather, climatic conditions etc.

Prospective Bidders may please note that failure to submit the Membership Registration form duly filled and signed along with the prescribed documents will lead to non-activation of the User ID even if the prescribed CMD / Security deposit (SD) has been remitted.

- 11) On payment of CMD along with duly filled and signed Auction Registration Form on Bidder's Company letter head, **L & T CONSTRUCTIONS.** / Neelami will activate the User- ID to enter into Auction Room on our website **www.neelami.co.in**.
- 12) All the bidders participating in online auction should mention their valid GST Registration Number (if available) in Auction Registration Form. All bidders registering with Neelami for online bidding should submit duly filled and signed KYC form (Know Your Customer), along with a **self attested copy of GST Registration certificate, PAN Card, Address Proof and 2 Passport size photographs.** The KYC form is available on Neelami website “**neelami.co.in**” and can be downloaded by clicking on “**Register**” link.
- 13) Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password. Refer the “Steps of Actual Bidding Procedure.
- 14) The minimum bid price i.e. base price will be displayed against each lot on the bidding screen of all participating bidders. The software will not accept any bid lower than the minimum bid price.
- 15) Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on “**AS IS WHERE BASIS ” and “NO COMPLAINT BASIS.”** The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the Goods/ Equipment’s offered for sale.
- 16) CMD/ EMD amount will not carry interest.
- 17) The highest bidder does not get any right to demand acceptance of his offer. Seller reserves the right to accept/ reject/ cancel any bid, withdraw any Lot at any stage from Auction even after acceptance of bid/ issue of delivery order or release order. Seller shall not be responsible for any damages/ loss whatsoever to the successful bidder on account of such withdrawal.
- 18) In the event of failure on the part of the successful bidder to fulfill his contractual obligations Seller/ Neelami reserves the right to debar such bidder from participating in any future auction conducted by Neelami on behalf of seller.
- 19) The bidders participating in online auction should have a valid GST/ TAN registration Number & should have a valid e-mail ID.

CMD PAYMENT, CMD REFUND & CMD FORFEITURE.

- 20) The Caution Money Deposit (CMD) paid at the start of the auction is adjustable in the EMD payments when the lot is provisionally allotted to the highest/ successful bidder. The CMD of the highest/ successful bidder will be retained, whereas the CMD of the unsuccessful bidders will be returned on the Fourth working day after the close of the auction, excluding the day of the auction.
- 21) Highest/ Successful bidder has to pay the EMD within the stipulated time detailed hereunder for **ALL** the lots in which he is successful. **Failing to pay the required Earnest Money for even one lot THE FULL CMD AMOUNT deposited with us, whichever Section and whichever auction (E-Auction) it may be, will be forfeited. Bidders are expected to make the EMD payment for all the lots, if they are the highest/ successful bidder.**
- 22) In the event of any dispute with regard to non-lifting/non-availability of inspected materials etc. and forfeiture of 'EMD', Neelami will not be held responsible for the loss/ forfeiture and purchaser shall keep Neelami fully indemnified and harmless against any claim and proceedings.
- 23) CMD amount can be adjusted only during delivery of the last lot, in case of multiple lots being offered.
- 24) **L & T CONSTRUCTIONS.** Management reserves its right to accept or to reject any offer for any reason whatsoever or even without any reason.

STC & EMD PAYMENTS.

- 25) **Provisional online auction result will be displayed in the result section after the closer of online auction.** The highest bid will only be provisionally accepted on Subject to Confirmation (STC) basis and so also the direct confirmation and the highest bidder does not get any right to demand acceptance of his offer.
- 26) Within **Three working days** from the date of intimation of such provisional acceptance, the highest/ successful bidder has to pay an amount equivalent to 10% (Ten Per cent) of his bid amount less the Caution Money deposited (CMD) earlier towards the Earnest Money Deposit (EMD).
- 27) The highest/ successful bidder has to pay the Earnest Money Deposit (EMD) by RTGS/ NEFT/ IMPS ONLY. **If no Intimation reaches for reasons beyond our control the Bidders are expected to take efforts to find out status before the last day.** It is explicitly made clear that Non receipts of Intimation should not be an excuse for nonpayment AND CMD will be forfeited if the highest/ successful bidder fails to pay the required EMD before the due date.
- 28) Whenever the bids are accepted on STC basis, the highest bidder will have to adjust Caution Money Deposit (CMD) or **full payment in case of direct confirmation.**

LOT CONFIRMATION AND PAYMENT OF BALANCE MONEY.

- 29) All such lots which have been provisionally accepted on STC Basis will be given a **Final Confirmation** or rejection within **15 calendar days** (Excluding the date of the auction). The Final Confirmation will be intimated **ONLY** to the successful/ highest bidder by Neelami. For metal scrap lots the final intimation of paying the balance bid amount along with the other charges shall be given only after completing the entire formalities. This is in light of adjudication process by L & T CONSTRUCTIONS for metal scrap lots. 20% EMD of metal scrap lots shall not be refunded on any account till the time final intimation of acceptance or rejection is communicated.
- 30) If no Intimation reaches for reasons beyond our control the Bidders are expected to take efforts to find out status before the last day. Non receipts of Intimation should not be an excuse for nonpayment AND the EMD will be forfeited if the highest/ successful bidder fails to make the balance payment before the due date. Please note if the highest/ successful bid happens to be an e-auction bid

the intimation of Final Confirmation to the e-auction bidder will be sent ONLY through Emails recorded in the Registration Form and NOT by Courier/ Post.

- 31) The balance payment for the lots will have to be made by RTGS/ NEFT/ IMPS only.
- 32) In case a NOC is required for any lot from regulatory bodies or Government Agencies for confirming the sale and the same is refused, the CMD/ EMD deposited for that lot will be refunded to the bidder WITHOUT INTEREST by the seller i.e. L & T CONSTRUCTIONS.
- 33) The Successful bidder has to make the balance payment and take the delivery of all the lots in which he is successful failing which the **FULL CMD/ EMD AMOUNT** deposited will be forfeited. Auction Sale Invoice will be issued by L & T CONSTRUCTIONS only on production of copy the **Final Confirmation** letter issued by Neelami.
- 34) If the bidder fails to make payment and/or take delivery of the material, L & T CONSTRUCTIONS shall have the right to auction the undelivered material immediately in the next auction without any intimation to the successful bidder and the bid money deposited by the bidder shall be forfeited.
- 35) If bid value is less than One Lac, then the total bid amount will be absorbed from the CMD and the **balance amount will be refunded to those who are clearing the respective lots.**

TAXES & OTHER INCIDENTAL EXPENSES:

- 36) All bids invited are for the net amount accruable to L & T CONSTRUCTIONS and relevant taxes, levies, etc. except duty shall be payable by the bidder and these taxes shall be treated as extra and are expected to be paid before taking delivery.
- 37) The Provisional and Final Confirmation of Acceptance of Bid and Sales Invoice will be issued ONLY in the name of the Bidder as is recorded in the Registration Form. Any further correspondence will be only with the Bidders on his name and address as recorded in the Registration Form only. Kindly note, change in Bidder Name shall not be considered.
- 38) If the bidder fails to make payment and/ or take delivery of the material, within the free period, L & T CONSTRUCTIONS. shall have the right to auction the undelivered material immediately in the next auction without any intimation to the successful bidder and the bid money deposited by the bidder shall be forfeited.
- 39) For any dispute regarding GST rate, buyers are requested to submit necessary supporting documents before the final confirmation from the L & T CONSTRUCTIONS.

INSPECTION

- 40) Goods/ Equipment's are sold on AS IS WHERE IS BASIS WHATEVER IT IS and on NO COMPLAINT BASIS. L & T CONSTRUCTIONS/ Neelami does not give warrantee or guarantee of the Quantity, Quality, Chemical composition of each individual item in the lot or about the End Use or fitness for a particular purpose.

ANNOUNCEMENTS

- 41) Announcements during the auction including announcement of any additional conditions OR correction in the catalogue and/ or additions or deletions of items being offered for sale are being done with the consent and knowledge of the L & T CONSTRUCTIONS and it is binding on the bidder.
- 42) The items put up for sale are Goods/ Equipment's under the custody of the Seller. Any lot or part thereof may be withdrawn from sale at any time before it is physically delivered to bidder without assigning any reason for such withdrawal as per directives from L & T CONSTRUCTIONS.

- 43) In the event of any dispute with regard to non lifting / non availability of inspected materials etc. and forfeiture of CMD/ EMD, Neelami will not be held responsible for the loss / forfeiture.
- 44) Employees of **L & T CONSTRUCTIONS.**, Neelami, and their relatives will be barred from participating in the online auction, unless specifically approved by the Managing Director of **M/s. L & T CONSTRUCTIONS.**
- 45) The Seller/ Bidder agrees to limit the liability of Neelami to them, for any and all claims, losses, costs damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of Neelami to the Seller/ Bidder shall not exceed its total fee receivable from the Seller/Bidder. It is intended that this limitation applies to any and all liabilities or cause of action however alleged or arising, unless otherwise prohibited by law.

DELIVERY

- 46) On receipt of full Sale Value along with applicable GST & other charges by the Seller, the Seller shall issue final Sale/ Delivery/Release Order / Out of Charge to the Buyer there by enabling him to lift the Materials within 15 working days. If the Goods/ Equipment's is not lifted within stipulated period then Ground rent or other related charges will be charged.
- 47) If the successful bidder fails to take the delivery of the Goods/ Equipment's within 15 working days from the date of intimation of Final Confirmation of bid, the entire bid amount deposited by him will be forfeited and the Goods/ Equipment's will be relisted for sale at his risk and cost of the buyer.
- 48) No sale shall be invalidated by reason of any defect or fault in any of the Goods/ Equipment's or lots or by reason of any error or fault in the description thereof in the catalogue of particulars and no compensation shall be paid in respect of any such defect or fault or error or misdescription.
- 49) The Goods/ Equipment's shall lie at the sole risk and responsibility of the bidder in all respects from the time of sale and must be taken away by the bidder at his own expense.
- 50) Delivery will be given only during the office hours on working days of L & T CONSTRUCTIONS.
- 51) The successful bidder shall produce the copy of the intimation of Final Confirmation of Bid issued by Neelami. and the receipt of Full and Final Payment along with GST issued by L & T CONSTRUCTIONS. for proper identification of the Bidder at the time of taking delivery of the material.
- 52) Should the original Bidder wish to take the delivery of the Goods/ Equipment's through a CHA or his representative, he must authorize this representative through a letter of authority, which shall be presented to L&T CONSTRUCTIONS. Delivery by proxy will be at the bidders sole risk and responsibility and no claim shall lie against L & T CONSTRUCTIONS on account of whatsoever, if the delivery is affected to the wrong person(s).
- 53) While taking delivery of the material, it will be at the discretion of the authorized representative of L & T CONSTRUCTIONS. to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the L & T CONSTRUCTIONS premises. Breaking/ cutting may be allowed to the extent necessary for facilitating loading into as per the discretion of the L & T CONSTRUCTIONS. officials.
- 54) In case the whole or any part of the Goods/ Equipment's sold remain uncleared, even after the authorized period stated in the delivery schedule, the bidder shall have no claim whatsoever on the Goods/ Equipment's remaining uncleared and the amount paid for bidding will stand forfeited at the expiry of the said period. L & T CONSTRUCTIONS shall have the right to dispose of such Goods/ Equipment's in any manner it likes. The bidder will have no right whatsoever to any compensation.
- 55) The ground rent charges payable by the Buyer to the Principal shall accrue from the date of expiry of the delivery period specified above until the Lot is completely removed and shall be recovered from

the Buyer before the Goods/ Equipment's are allowed to be removed. Should the Buyer fail to take delivery within the stipulated time mentioned or to pay the wharf age or Ground Rent as the case may be, the purchase price along with Sales Tax, Surcharge, Turnover Tax, Octroi, Municipal Taxes, if any paid by him shall be forfeited by the Principal without any prejudice to Principal's right to recover damages on account of such breach by the Buyer to whom the lot was originally sold.

- 56) In case, if L & T CONSTRUCTIONS., could not deliver the Goods/ Equipment's within the specified time due to unforeseen administrative reasons, then suitable extension of period shall be granted to the bidder and he will not be liable to pay any ground rent or any other charges till the expiry of such extended period. In such eventuality, however, the bidder cannot claim any compensation for such delay.
- 57) Where the Goods/ Equipment's are sold in lot and not by number or units, in the event of the lot or lots being found to be deficient in quality, quantity, sizes, measurement, number or weight as stated in the catalogues, bidder shall have no claim on L & T CONSTRUCTIONS./ Neelami. for refund of the whole or any part of the purchase money or for loss or profit or interest or any other damages
- 58) The delivery of the material either in part or in full would be subject to being withheld if required by L & T CONSTRUCTIONS. at any stage before the actual delivery without any commitment on either side.
- 59) L & T CONSTRUCTIONS./ Neelami. shall not be responsible for any loss or liabilities of the bidders if the purchased lots could not be delivered due to circumstances beyond the control of L & T CONSTRUCTIONS.
- 60) Resale will not be recognized and the delivery orders will be issued in the name of the actual/ original bidder only. If the Goods/ Equipment's are found to be other than described in this catalogue, L & T CONSTRUCTIONS. reserves the right to refuse to deliver the Goods/ Equipment's and reject the bid at any stage. Any amount paid in part or full shall be refunded without any interest.
- 61) No interest shall be paid on CMD or any money deposited in case the material is not delivered for any reason. All bidders shall be deemed to have read and understood these conditions of sale, herein before listed and be bound by these conditions and to give their bids subject to these conditions.

EXCLUSIVE RIGHTS

- 62) **L & T CONSTRUCTIONS.** Reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements during the auction in the auction room on the website and changes made in the catalogue including start price, bid increment/decrement, extension of time for lots where bids/no bids are received, and any other additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of **L & T CONSTRUCTIONS.** And it is binding on the bidder. Bidders are advised in their own interest not to leave the auction room till the entire auction is closed.

GENERAL

- 63) Employees of L & T CONSTRUCTIONS./ Neelami are barred from participating in the Online sale.
- 64) Lot will be put for auction as per convenience of management and it is not obligatory to go serially.
- 65) Bidder and his men are subject to the security rule of L & T CONSTRUCTIONS. in force while in the premises. The bidder, workmen, agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the premises and the bidder shall be liable for the good conduct, Safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of CMD.

- 66) The Bidders shall be responsible for any damage that may be done to premises/ fittings of L & T CONSTRUCTIONS. in the course of removing the lot or lots purchased by them. The authority may at its option arrange to make good such damages and the bidder shall pay for the same on demand.
- 67) During the period the bidders workers are engaged within the L & T CONSTRUCTIONS. premises they will be governed by the labour laws and rules, Factory Acts and Rules and L & T CONSTRUCTIONS Safety/ Security Rules as applicable. It shall be the responsibility of the bidder to see that the statutory provisions are complied with.
- 68) In the event of failure on the part of the successful bidder to fulfill his contractual obligations, L & T CONSTRUCTIONS./ Neelami reserves the right to debar such bidder from participating in any future auction on behalf of L & T CONSTRUCTIONS.
- 69) If any Court Case comes up after the sale of auction of the Specific Lot the CMD/EMD/Full payment shall not be refunded till the time court verdict/ L & T CONSTRUCTIONS order. No interest for that period shall be paid to any of the party.

ARBITRATION

- 70) In the event of any dispute the same shall be referred to a sole arbitrator to be appointed by the Managing Director of L & T CONSTRUCTIONS., and the Arbitration proceedings would be governed by Arbitration and Conciliation Act 1996. The jurisdiction for filing the award into court or any other proceedings under the Arbitration Act shall be that of courts in Mumbai only. All the expenses pertaining to arbitration shall be borne by the bidder ONLY.
- 71) L & T CONSTRUCTIONS. will not be in any way responsible for failure to deliver the Goods/ Equipment's as per delivery schedule due to causes beyond their control such as strikes, lockouts, cessation of labour, shortened hours, acts of God or other causes or contingency whatsoever. The bidder shall not be entitled to cancel the contract and the period of delivery shall automatically be extended accordingly.

ACCIDENTS ETC. TO THE BIDDER / LABOUR.

- 72) L & T CONSTRUCTIONS / Neelami will not at any time be responsible for any injuries caused due to accident within L & T CONSTRUCTIONS premises or at the place of work of the owner either to the bidder or his representative/ labour etc., and the bidder will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the bidder to provide necessary safety appliances (like hand gloves/ safety shoes etc.) to his labourers, who are engaged for loading/ unloading of the materials.
- 73) L&T CONSTRUCTIONS./ Neelami will not be liable for any claim and bidder shall keep L & T CONSTRUCTIONS./ Neelami. fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
- 74) No gas cutting equipment or any equipment which are likely to cause damage will be allowed in the L & T CONSTRUCTIONS premises. Only safe oxyacetylene gas cutting equipment will be allowed with written permission of L & T CONSTRUCTIONS. The decision of the Officer or his authorized representative shall be final in this regard.
- 75) If any accident or damage to the property/ life etc. arises by reason of any act of negligence/ Omission/ default or non-compliance with any of the Terms & Conditions of statutory regulations Or rules and regulations applicable within the Principal's premises on the part of the Bidder/ his representative or employees, resulting in death or injury to any persons or damages to the property of the Principal or any third party, then in such an event the Bidder will have to pay compensation to such person including the employees of the Principal for such accident or injury/death or damage caused to their employees or to any of the Principal's employees or to others or to the Principal's property. The Bidder shall in such event, keep the Principal fully indemnified from any Demand, claims, or proceedings thereof.

STEPS FOR ACTUAL BIDDING PROCEDURE.

- 76) Go to www.neelami.co.in.
- 77) Enter your - "Login ID" and "Password".
- 78) Click on **Auction Room** link on the top of this page. This will take you to my auction & then by selecting the particular auction the bidder has to accept the Terms & Conditions (*After accepting the terms & conditions of the company only can the bidder bid*)
- 79) After accepting the terms, you will be taken to the **Bidding Room** where you will be able to see all the details about the auctions.
- 80) All lots will be displayed on the **Bid Screen**; lots in which bidder is not interested can be shifted to side screen by clicking "S" tab.
- 81) **Now Start Bidding.** You can either Bid Manually OR can use Auto-Bid. (In Auto bid, the computer will bid on your behalf up to that value you given.)
- Time Extension Auction from 04:00 PM (for all the lots) 03 minutes time extension after 04:00 PM**, if there is a bid in a particular lot at last 03 minutes of schedule end time, otherwise it will close down. If at any extended time, no bid is received within 03 minutes, the system will close-down the bidding of that lot & sale for that lot will be treated as ended there.
- 82) In the Manual Bid option, you can put your bid in the text box available for each ITEM and submit it every time. A bid confirmation pop up box will appear to confirming whether you want to go ahead with the bid posted or not. **If you confirm the bid, your bid will be posted.** If your bid is accepted, that will be displayed in "Your bid" column on your Bid screen. Also the highest bid amount will be displayed in "Highest bid" column. Your Bid' in **Green** indicates you're the highest bidder.
- 83) During the auction, the current highest bid of the bidder, the bid status and the bid history can be viewed on the screen all the times. Bids can be placed at the specified time mentioned during the auction day.
- 84) Enter your starting bid amount in "Your Amount" text box. The minimum increment is an Optional text box. By default it will take the minimum increment amount which is fixed by the company for that product. Enter the maximum amount in the "Maximum Ceiling Amount" text box. Submit your auto bid after filling all the above values.
- 85) You can see your Bid Value and the Highest Bid Value for a particular lot after bidding once.
- 86) For **Auto Bid**, Click on the "**A**" icon related to the item you want to bid. It will open window screen where you can place your "auto bid".
- 87) **Auto Bid-** Auto Bid facility is provided for bidders intending to place a maximum value for a lot/lots.
- 88) Auto bid is not a confirmed bid. It is only the maximum ceiling amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is out bid, up to the ceiling set by him.
- 89) Once auto bid is set, the auction engine will consider the ceiling amount for the next possible Bid only, depending on the highest bid prevailing at that point of time and the increment amount prescribed for that particular lot.
- 90) **Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. Bidders may please note that in the event of a manual bid amount matching that of a maximum limit of auto-bid, the manual bid will prevail and be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.

- 91) **Training:** Neelami will provide training (online) if required by the bidders, at a mutually convenient date and time before the auction.

DEMO AUCTION

- 92) For Bidders who have indicated non-familiarity with e-Auction, training on a DEMO/ MOCK Auction will be arranged with prior appointment. Only those Bidders who have registered themselves for the auction by submitting the "Acceptance Form" and have paid the CMD can participate in this demo/ mock Auction No training will be given during the day of actual Online - Auction.
- 93) A note of caution for the Bidders: Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system / power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment. You can also opt for Auto- Bid option. Bidders may go through the given below E-Auction Bidding Procedure.

Special Note:

- 1) Bidders are requested to check the Bid Entry in words & figures before confirming it. Any wrong bids will lead to forfeiture of Caution Money Deposit (CMD) and said lot will be re -auctioned immediately and the bidder will be barred from future bidding, if any.
- 2) In case of any technical problem of system, decision of cancellation of Auction & Re-auction will be taken as per direction of Authorities. Their decision will be binding on all.
- 3) The consignments put up for auction are subject to compliance of statutory requirements, wherever required. In cases of non-compliance of any of the statutory requirements the auction/bid in respect of that consignment shall automatically be cancelled.
- 4) Documents submitted should be self-attested, incomplete/invalid document submitted is liable to forfeiture of CMD, even after post auction. If the concerned authority rejects his document i.e. MOEF SPCB, Actual user license, Pan Card, GST number etc. Bidder will be held sole responsible.