

## SPECIAL TERMS & CONDITION

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### **E-A U C T I O N FOR SALE OF HUMAN HAIR**

The Buyers/Bidders who are interested to purchase Human Hair through e-auction should get themselves registered with KONUGOLU as buyer for e-auctions before commencement of e-auctions.

#### **Registration Process in Konugolu Portal:**

Steps:

- a. Click on Download à Download emsigner setup for Windows
- b. Install Emsigner and Run as Administrator
- c. Please run in browser <http://127.0.0.1:2077/> (Please refer emsigner installation process guide in downloads)
- d. Click on New Registration
- e. Fill the form and submit

Login with User Id and Password and Pay Registration Pay Rs.1180/- (including GST).

#### **CONTACT PERSONS:**

**A) FOR TTD, TIRUPATI: THE GENERAL MANAGER (AUCTIONS) formerly Executive Engineer (Human Hair), Marketing Department, Tirupathi. Ph:+91-7702492333,+91 9704695959, +91-877-2264429, e-mail: gmauctionsttd@tirumala.org.**

B) Vupadhi Techno Services Pvt. Ltd.

Flat No : 407, Sreeram's Sneha Avenue,  
Near Aravinda School, Kunchanapalli,  
Tadepalli (M), Guntur (Dist) - 522501.  
Andhra Pradesh.

Phone No: 08645-246370 / 71 / 72 / 73 / 74

Vupadhi Help Desk : 73373 18404

1) E-auction bids are invited for disposal of different varieties of HUMAN HAIR available at TIRUMALA TIRUPATI DEVASTHANAMS (TTD) on No Complaint basis only and the acceptance of the bids offered are subject to approval from the higher authority.

2) The word SELLER wherever appearing means the TIRUMALA TIRUPATI DEVASTHANAMS, TIRUPATI (TTD) or its authorized representative.

3) The Word BIDDER wherever appearing means, firm or Company which is interested in participating and purchasing the materials put up for sale in this e-auction.

4) The Word PURCHASER/BUYER wherever appearing means, firm or Company whose rate has been accepted by the SELLER and the sale order has been issued in his/her favor.

5) This E-Auction sale is governed by the

**GENERAL TERMS & CONDITIONS(GTC),  
BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND  
THE SPECIAL TERMS & CONDITIONS (STC)**

of the e-auction. In case of any conflict or difference among any provisions of GTC, BSTC & STC, the provisions of STC will supersede others in the particular e-auction.

6) The Special Terms & Conditions appearing on the day of e-auction under VIEW LIVE E-AUCTION are final and which may be downloaded.

7) E-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only.

8) INSPECTION OF LOT/DATE OF E-AUCTION: For inspection of materials, the interested Bidders may contact the stock holder as per inspection schedule as mentioned above and may take prior appointment before visiting TTD. The e-auction commencement date/ closing date are also mentioned above. The buyer has to satisfy himself about the quality , quantity, age, conditions etc., of the materials. The principle of "CAVEAT EMPTOR" (LET THE BUYER BE AWARE) will apply. The registered Parties (or their Authorized Representative) should produce their e- auction Mail Copy (Konugolu Registration) to the Seller or produce a copy of this e-auction catalogue downloaded from the Website.

9) EMD Payment:

Important Notes for Buyer/ Bidder for Pre-bid EMD :-

- Login with Valid User id & Password
- Upcoming Auction – Click on EMD Icon
- Pay through Online Payment

Pre Bid EMD must be paid by the bidder(NEFT/RTGS/) through upcoming auctions. This pre-bid EMD cannot be used for any other Auctions.

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10) BIDDING PROCESS:

- i) The bid value shall be the basic price of the material exclusive of all applicable levies, Duties etc., in Rs./Kilo gram (kg)
- ii) Bidders have to bid separately for each lot (each variety as per the Unit of measurement (UOM)(with a minimum specified quantity).
- iii) Each Bidder can bid up to a maximum quantity equivalent to pre bid EMD submitted by the bidder.

11) E-Auction period will normally be of 3(three) hours duration subject to automatic extension. If any valid bid is received less than 8 minutes before

closing time, closing time will automatically extend up to last bid time plus 8 minutes, thus giving enough opportunity to others to revise their bids on that item. The process will continue. The e-auction will close at a time when there will be no bid for consecutive 8 minutes. While during normal and extended period of e-auction, bidders can increase bid minimum by Rs.1/- (one)/KG.

12) TTD reserves the right to accept or reject any bid without assigning any reason and no claim/dispute whatsoever shall be admissible.

13) TTD will not provide any computer terminal for bidders and it is the whole responsibility of the bidders to arrange themselves.

14) Procedure to participate in e-auction:

- - Log on to <https://konugolu.ap.gov.in/>
  - Enter Valid User ID and Password
  - Click on Sign In
  - Click on “Running Auctions List”
  - Click on “Participate Button”
  - Click on the “Go to Auction Bidding Page”

15) Allocation Process:

A) First preference is given to highest bid price.

B) If the highest bid price is for part quantity of any lot, then the balance quantity will be allotted to H2, H3, H4, and bidders till the balance quantity gets exhausted.

C) If Two Or More Bidders Bid For The Same Price, Then The Preference For Allocation Is Given To Bidder Who Bids For Higher Quantity.

D) If Two Or More Bidders Bid For The Same Price And Same Quantity, Then Preference For Allocation Is Given To Bidder Who Placed The Bid Earlier.

16) CAUTION IN SUBMISSION OF BID: The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by TTD in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of Zero's/ No.of Digits/Unit of Measurement etc.) and rectify their bid (if required) before submitting their Bid into the live e-auction floor by clicking the 'Bid' Button. It shall be the responsibility of the Bidders to see the 'Item Details' before bidding and no representation / complaint in this regard will be entertained by Seller from the Bidders.

17) QUANTITY VARIATION: The quantities mentioned against each lot are

approximate and actual quantities as available are to be lifted by the successful buyers/bidders.

18) RATE: Best rate is to be quoted online on KONUGOLU site per KG basis on exclusive of applicable levies. Applicable levies and duties during the pendency of the contract will be charged extra as ruling on the date of dispatch. Any increase/decrease in levies etc or imposition of any new duties & taxes by Statutory Authorities would be on the account of successful bidders and payable by the successful bidders.

19) VALIDITY OF BID VALUE : 60 (SIXTY) days from the date of closing of e-auction.

20) E-AUCTION RESULT/STATUS : It must be personally seen by the Bidders online immediately after closing of e-auction. Immediately after closing of e-auction, a system generated automatic Provisional Sale Intimation Letter will be issued by e-mail to the Successful Bidder showing the provisional allotment which is further subject to approval by TTD. The bidders must always keep their registered email account valid, failing which bidders will be liable for non-compliance of payment/delivery instructions if issued by TTD from time to time.

**21) SECURITY DEPOSIT (SD):**

**The Pre-Bid Deposits of successful bidders will be converted as Security Deposit. This security deposit will be adjusted towards part of the material value in the final installment /payment.**

**22) The entire amount paid by the Bidder towards the pre-bid deposit will be transferred to TTD account irrespective of actual allotment of stocks. There is no refund facility with regard to the quantities not allotted to bidder.**

**a. The amount paid in excess of the pre-bid deposits of the allotted quantities will be adjusted towards sale value of allotted quantities of human hair. Even after this adjustment, if there is any excess amount available that will be refunded and it doesn't carry any interest.**

**b. In case of bidders who do not lift the allotted quantities of human hair, the amount paid towards the pre-bid deposits and amount paid in excess will be forfeited.**

**23) ISSUANCE OF ACCEPTANCE LETTER/CONFIRMATION ORDER:**

a) Sale Order/Confirmation letter will be issued by the TTD to the successful bidders.

b) The successful bidders should not transfer the offer awarded to him / her/them to others and also no sub-contract is allowed. In case of deviation of any of the e-auction conditions, the offers shall be cancelled besides forfeiting the deposit amount and imposing penalty as decided by the authorities of TTD.

24) PAYMENT TOWARDS MATERIAL VALUE:

a) The Full Sale Value is to be paid by way of online money transfer system (RTGS) only. Payment should be remitted within 45 calendar days (i.e.30 days of free delivery period +15 days with ground rent & interest) from the date of issuance of sale order/Acceptance Letter (Including Date of Issuance). In case of Installments , installments are to be paid within **45 calendar days (i.e.30 days of free delivery period +15 days with ground rent & interest)**from the date of issuance of sale order/Acceptance letter. If the above date falls on Sunday or a Bank holidays, payment may be accepted on the next working day.

Material Value should be paid through RTGS/NEFT transfer on or before the due date as stipulated in the Acceptance Letter/Confirmation order above to TTD account as shown below.

Name of the Beneficiary: Executive Officer, TTD, Tirupati; Account operated by General Manager (Auctions)

Account No: 013110100027800

Name of The Bank: UNION BANK OF INDIA

Name of The branch: TTD Administrative Building, Branch, K.T.Road, Tirupati.

IFSC Code: UBIN0801313

The Successful Bidders after making the RTGS/NEFT, should compulsorily communicate the same to TTD, Tirupati in writing through Mail/Fax along with UTR Form duly attached.

**b) Important Note for Delivery : The Successful buyers shall be allowed to lift the allotted stocks of Human Hair in maximum of 3 Spells ( Installments) only within 45 days Only ( i.e 30 days of free delivery period + 15 days with ground rent & interest). Beyond that period no further extension of time will be allowed under any circumstances even for lifting of stocks after full payment i.e with ground rent.**

25) The successful buyer shall follow all Government Rules to obtain all the relevant licenses and to pay all the taxes like Income tax, sales tax etc., and there shall not be any liability on the part of TTD in this regard. TTD is not a dealer under Commercial Taxes, thereby it cannot accept any C-Form or D-Form to charge concessional taxes.

26) The successful buyer should send declaration form about their status if they are manufacturers along with the required documents. Otherwise, Income tax and Education cess as applicable from time to time shall be collected from the bidders in addition to the rate offered in the e-auction and accepted by T.T.D and the same shall be credited to Government Account as per rules.

27) DEFAULT IN PAYMENT OF SALE VALUE: After issue of Acceptance letter/Confirmation Letter, the successful buyer should pay the total bid amount within the above scheduled period of 30 days time, without any penalty. And up to next 15 days interest at the rate of 15% P.A. for the outstanding amount ( i.e amount due) and for the number of days delayed

would be charged. If the successful bidder does not pay even after the above stipulated time with interest, the Security Deposit paid by him/her/them will be forfeited automatically. Under any circumstances, further extension of time will not be allowed. After payment of total bid amount within the stipulated time, the stocks will be delivered on priority basis.

The above payments are to be submitted to TTD as stated above. However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes and TTD reserves the right not to accept the payment of Sale Value with or without additional charges after expiry of due payment time as mentioned above. If the buyer fails to pay the the sale value for the bid Human Hair variety/varities within above mentioned due date, then the Security Deposit of respective Human Hair variety/varieties will stand forfeited automatically.

Besides above, TTD reserves the right to forfeit any amount/money lying with TTD from the successful buyer who defaults in making the due payments against the e-auction even though such amount/money may be lying with TTD on account of the said buyer against any other contract/transaction.

28) ISSUANCE OF DELIVERY ORDER: On receipt of Sale Value, TTD will issue Delivery Order indicating the delivery period as under: The period of delivery will be 45 calendar days (i.e.30 days of free delivery period +15 days with ground rent & interest) counted from the date of Confirmation Order issued. Beyond that period no further extension of time will be allowed under any circumstances even for lifting of stocks after full payment i.e with ground rent.

29) DELIVERY OF MATERIAL: For the purpose of taking delivery from the Seller's Location/Depot, the authorised representative of the Buyer i.e. the authorized Photo ID Card Holder should report to the Seller along with his Mail Copy(Konugolu Registration) or the said Photo ID Card Holder may depute any other Representative along with Authority Letter on Buyer's Letter-Head after duly attesting the signature of his Representative along with a Self Certified/Notarized Photocopy of his Photo ID Card. The successful Bidder/Buyer must take prior permission from the principal before placement of vehicle for taking delivery of material. If the bidder fails to lift the stocks within 30 days from the date of issue of confirmation orders, ground rent will be collected @ RS.1-00 per day per bag for the maximum next 15 days which is common for all varieties.

30) The successful buyer should engage their own men for weighment, loading and transport. The delivery of Human Hair will be made in gunny bags uniformly packed variety wise. The delivery will be at Human hair Godowns, T.T.D, Harekrishna Road, Tirupati - 517507.

31) The weight of Human Hair at the time of delivery shall be excluding

weight of Gunny bags and also excluding the weight of thread Sealing Wax and thread.

32)The decision of the stock holder is final in the aspects of identification, mode of lifting the material, safety precautions to be observed while transit, documentation, methods to be adopted while transit of the issued material etc.

33) The entry of vehicles in to premises and loading of materials will be permitted as per TTD timings indicated from time to time.

34) Any sale order against e-auction may be short closed as per the discretion of the TTD at any time without assigning any reason at short notice.

35) All the statutory requirements as stipulated by the TTD for the upkeep of safety, health etc. for the workers engaged should be strictly observed by the Buyer while on work.

36) The Buyer shall ensure that his work men do not loiter around within the stores area of TTD. They shall not touch any other material except those materials shown to them. If any of his workmen is even found violating these restrictions, the purchaser shall be responsible for making good the loss to the TTD on which TTD decision shall be final and binding.

37) TTD reserves the right to withdraw in part or full or to close the contract any time during the period of contract without assigning any reason thereof. This will not entitle the buyer to demand compensation or right for delivery of full quantity by way of extension of contract.

38) Notwithstanding anything contained in the e-auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale is on No Complaint Basis only. TTD do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. The bidder shall have to satisfy himself on inspection of the lots as to what they contain and make his/her/them offer accordingly. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted.

39) DEFAULT IN LIFTING: If Delivery is not completed within the stipulated time, buyer cannot have claim over the un-lifted material and entire money paid will stand automatically forfeited including security deposit.

40) The goods after confirmation of sale and left from TTD Godowns after completion of delivery to the successful bidder, it is the sole risk and responsibility of the lifted stocks by the bidder. Further, TTD shall not take any liability to the stocks delivered and left from the TTD premises, it is the responsibility of the bidder for the safe custody, Protection or preservation and quality after the sale has been confirmed and goods delivered. Delivery

of the lots as put up for sale subject to change by nature's wear and tear, exposure to atmospheric condition will be effected by TTD. No complaints regarding quality or mis-description for the material sold will be entertained once the bid is accepted.

41) Conduct during delivery: Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, servants within TTD premises. If any damage is caused to the company's property, the buyer is responsible to make good such loss and such damage to the satisfaction of the TTD and the decision of TTD in this regard shall be final and binding.

42) The purchaser should intimate in writing two days in advance as to when the vehicle will come for taking out their materials. If the purchaser comes without prior written intimation, TTD has got the right to return the vehicle without loading and purchaser cannot claim for any loss towards the same.

43) No bidder or successful buyer or his authorized representatives are allowed to inspect the material, after commencement of lifting the material.

44) The terms and conditions are supplementary to the remedy available under the law.

45) The contract shall be deemed to be complete as soon as the area is cleared of the entire material allotted or on completion of the period of contract as mentioned above whichever is earlier.

46) All statutory requirements including trained manpower/vehicles used for lifting of the material shall be engaged by bidders.

47) TTD reserves the right to accept or reject any/all offers even after issuance of Delivery Order.

48) TTD reserves right to stop/postpone/cancel the e-auction at any stage without assigning any reason there for.

49) TTD reserves right to accept or reject the highest rate offered in the e-auction without assigning any reasons there for.

50) TTD reserves the right to allot the Human Hair quantity to more than one Buyer/Bidder.

51) TTD reserves the right to cancel or alter any of the e-auction conditions without assigning any reasons there for.

52) TTD reserves right to modify/alter/cancel/omit any of the above mentioned Terms and Conditions pertaining to the e-auctions as and when required. The TTD reserves the right to add/delete/change/modify any or all the general conditions mentioned in the e-auction schedule and the said addition/deletion/changes/ modifications shall be incorporated in the



agreement to be entered into with the bidders / bidder irrespective of e-auction conditions mentioned in the notice inviting e-auction or in the e-auction schedule or the same shall be incorporated in a form of codicil as the case may be and the same will be binding on the Bidder/Buyer without any recourse.

53) The e-auction accepting authority/the Executive Officer reserves the right either to reject any or all e-auctions without assigning any reason. In this regard the decision of TTD shall be final and binding on the bidder without any recourse. Further, it is understood by both the parties to the e-auction and is specifically accepted by the bidder when the bidder files the e-auction before TTD, the acceptance or rejection of the e-auction by TTD., or methodology adopted by TTD., in short listing the companies for the disposal of material/materials etc., on e-auction platform shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injunction, Direction etc., from the Honble court or Courts to stall the proceedings in TTD. In the event of any dispute arising out of the e-auctions such dispute would be subject to the jurisdiction of the civil courts at Tirupati, Town, A.P.,

54) ARBITRATION: "In the event of any dispute arising between the parties hereto under this Agreement, all parties agree that such disputes/differences shall be referred to the decision of a sole arbitrator i.e. the Executive Officer/TTD for adjudication who shall follow the procedure as specified in the Arbitration Conciliation Act, 1996 and the decision of the said arbitrator shall be final, subject to the jurisdiction of City Civil Courts, TIRUPATI for filing of any petition from such arbitration proceeding including petition under Section-34 of Arbitration Conciliation Act for setting aside of the award. The venue of arbitration shall be TIRUPATI, being TTD's H. Q, the language English and the costs expenses of such arbitration shall be borne equally by the parties hereto."

55) Force Majeure: TTD will not be liable for any failure or delay in performance due to any cause beyond their control including but not limited to Fires, Floods, Strikes, Go-Slow, Lock-outs, closure, Pestilence, Industrial unrest, Epidemics, Political upheavals, Government action, Civil commotion, Breakdown of machinery, shortage of labour, Acts of God etc. It will be the sole discretion of TTD to extend time of performance after cause of delay will have cease to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of contract whether printed or written.

56) BLACK-LISTING: The TTD and/or reserve the right to black-list, debar any bidder/buyer due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such bidder/buyer in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the bidder/buyer pursuant to the e-auction, provided however, that the TTD and/or shall be obliged allow an opportunity of being here to such bidder/buyer before any order of black-

listing/debarment could be passed. Any such order of black listing/debarment that may be passed by the TTD and/or shall be without prejudice to other right of actions available to the TTD and/or against the bidder/buyer under the e-auction terms and conditions.

57) UNIT OF MEASUREMENT (UOM) FOR BIDDING, SALE & DELIVERY: Each Lot will have to be bid, sold and delivered on the basis of Unit Of Measurement ( i.e. UOM ) stipulated in the Material List displayed on the e-auction Floor. Any representation/complaint from the Bidders for the Bid to be made/having been made on the basis of any other Unit of Measurement will not be entertained.

58) The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.

59) In case of any dispute regarding payment/delivery or any other matter relating to this e-auction, the decision of /TTD shall be final.

60) Lifting of Differential weights (shortage) of Human Hair:- The successful bidders have to lift the differential weights (shortage) of allotted Human hair stocks which occur at the time of delivery within 6 months period from the date of specific relevant orders issued in this regard. Beyond that, no further extension of time will be allowed under any circumstances even for lifting of the same.

Sd/-G.V.Krishna Reddy,  
General Manager (Auctions) I/c