

Auction Details		
Auction No	MSTC/BLR/FERTILISERS AND CHEMICALS TRAVANCORE LTD UC DIV./5/KOCHI/16-17/5298[120741]	
Opening Date & Time	20-07-2016::11:30:00	
Closing Date & Time	Scheduled Time <u>20-07-2016::15:30:00</u>	Closed At <u>20-07-2016::15:30:00</u>
Inspection From Date	12-07-2016	
Inspection Closing Date	19-07-2016	

Seller Details	
Seller / Company Name	FERTILISERS AND CHEMICALS TRAVANCORE LTD UC DIV.
Location	KOCHI
Street	UDYOGAMANDAL
City	KOCHI-683501
Country	INDIA
Telephone	0484 2567501
Fax	0484-2545004
Email	mst-uc@factltd.com
Contact Person	JULIAN VIJAY KUMAR

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
Lot No. : UD-445	Scrapped Brass and Bronze Items Location: Inside UD Scrap Yard Office Building	500.0 KG	12.5% /5.0%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
Lot Name : Scrapped Brass and Bronze Items				
Lot No. : UD-446	Scrapped Heavy Equipment Radiators.(12 Nos. in different sizes) Location: Inside UD Scrap Yard Office Building	1.0 LOT	12.5% /5.0%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
Lot Name : Scrapped Heavy Equipment Radiators				
Lot No. : UD-452	Scrapped Railway Items Location: UD Scrap Yard -3	8.0 MT	12.5% /5.0%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
Lot Name : Scrapped Railway Items				
Lot No. : UD-453	Used Automobile Tyres of Various Sizes (one with drum) Approx: 95 Nos. Location: UD Scrap Yard -3	1.0 LOT	12.5% /14.5%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
Lot Name : Used Automobile Tyres of Various Sizes				
Lot No. : UD-455	Scrapped Aluminium Sheet Pieces Location: UD Scrap Yard-3	18.0 MT	12.5% /5.0%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
Lot Name : Scrapped Aluminium Sheet Pieces				

Lot No. : UD-459	Scrapped Assorted Automobile Parts Location: Inside UD Scrap Yard Godown	1.0 LOT	12.5% /5.0%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
Lot Name : Scrapped Assorted Automobile Parts				
Lot No. : UD-475	Scrapped CS Pall rings-F302, of CO2 Absorber(Approx: 15 M3) Location: UD Scrap Yard-5 (Old OG Yard)	4000.0 KG	12.5% /5.0%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
Lot Name : Scrapped CS Pall rings-F302, of CO2 Absorber				
Lot No. : UD-483	SS Scrap- (Magnetic and Non Magnetic) with MS attachments Location: UD Scrap Yard-3	15.0 MT	12.5% /5.0%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
Lot Name : SS Scrap- (Magnetic and Non Magnetic) with MS attachments				
Lot No. : UD-485	Scrapped Circuit Breaker and parts with copper attachments(Approx:27 Nos.) Location: UD Scrap Yard-3	7.74 MT	12.5% /5.0%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
Lot Name : Scrapped Circuit Breaker and parts with copper attachments				
Lot No. : UD-487	Salvaged HDPE Wrappers and Cut Pieces Location: Inside UD Stores Godown, Scrap Yard-7 (Old FEW Godown) and UD-Steelyard (Near Gunny Godown)	10.0 MT	12.5% /5.0%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
Lot Name : Salvaged HDPE Wrappers and Cut Pieces				
Lot No. : UD-492	Scrapped Condenser Coil Heater with Copper Tubes and MS Casing (Approx: 200KG of MS Casing & 100 KG of Copper Tubes) Location: Inside UD Scrap yard	1.0 NO	12.5% /5.0%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
Lot Name : Scrapped Condenser Coil Heater with Copper Tubes and MS Casing				
Lot No. : PD-89	Scrapped Brass (Fire Nozzle, Hose Couplings, etc) Location: PD Stores Building	56.5 KG	12.5% /5.0%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
Lot Name : Scrapped Brass (Fire Nozzle, Hose Couplings, etc)				
Lot No. : UD-463	Scrapped AC Condenser Coils with Copper and Aluminium e-waste (Management & Handling) Rules 2011 shall be applicable. Location: Inside UD Scrap Yard Godown	258.0 NO	12.5% /5.0%	FACT, UDYOGAMANDAL KOCHI,683501 State :Kerala
PCB GRP :[E-Waste]				
Lot Name : Scrapped AC Condenser Coils				

Total No of Lots = 13

SPECIAL TERMS & CONDITION

The General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) displayed on the e-Auction Website of MSTC shall be construed to be an integral part of the offer and the Bidder is entitled to download the same for their record. However, in case of any conflict between the STC and GTC and BSTC, the STC shall prevail.

1.0 **THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED, COCHIN (FACT LTD.)**, the Owner / Seller, will be hereinafter referred to as FACT and MSTC Ltd., the Selling Agent of FACT, will

be hereinafter referred to as MSTC. Wherever the word, buyer, purchaser, successful bidders are indicated, it will be referred to as the successful bidder.

2.0 VALIDITY OF BIDS: All bids will be valid for acceptance by MSTC for a period of 30 (THIRTY) days from the date of closing of E-Auction, excluding the date of closing. In case the 30th day falls on a holiday or remains closed for MSTC, such bids will be deemed to be automatically extended to be valid upto the next working day of MSTC.

3.0 INSPECTION: The intending buyer(s) will be allowed to inspect the materials from the inspection starting date upto till commencement of E auction on all the working days (except Sundays and National Holidays). Buyer(s) may report at 10.00 a.m. or at 02.00 p.m. so that they can be taken to the premises of the Division in two batches for inspection. THE BIDDERS / CUSTOMERS SHALL CARRY THE PHOTO IDENTIFICATION CARD ISSUED BY MSTC, WITHOUT WHICH INSPECTION WILL NOT BE PERMITTED. IN CASE THE BIDDERS / CUSTOMERS SEND THEIR AUTHORISED REPRESENTATIVE FOR INSPECTION, THEY WILL BE PERMITTED SUBJECT TO THEIR PRODUCING THE AUTHORISATION LETTER AND PHOTO IDENTIFICATION CARD (ISSUED BY MSTC).

3.1 The contact persons for inspection of materials are given below.

FACT (UDYOGAMANDAL DIVISION) : K. Anilkumar
(For Lot Nos starting with UD) Asst. Officer (Stores)
PH:0484-2567562;
Fax:0484-2545004
e-mail : anilkumar@factltd.com

FACT (PETROCHEMICAL DIVISION) : K.B.Assainar
(For Lot Nos starting with PD) Asst. Officer (Stores)
PH: 0484-256 8292
Fax: 0484-2545462
E-mail: pddisposal@factltd.com

FACT (COCHIN DIVISION) : Geetha N
(For Lot Nos starting with CD) Manager (Stores)
PH: 0484-2723234
Fax: 0484-2720948
E-mail: ngeetha@factltd.com cdstores@factltd.com

FEW
(For Lot Nos. starting with FEW) : M.S.Balakrishnan
Asst.General Manager (Materials)FEW
PH : 0484-2231314 extn 201 Fax : 0484-2232016
Email : fwstores@factltd.com

FEDO
(For Lot Nos. starting with FD) : Mary P.A
Dy.Manager (Construction)
Ph:0484-2568878
Email:marriag@fedo.com

**Contact Person in MSTC Bangalore- Mr.S.K.KHAN, AM 080-22266417/22260054/22379145
Ext-208**

4.0 EARNEST MONEY DEPOSIT:

It is the responsibility of the Bidders to check the status of their bids after the closing of the E-Auction and pay the EMD amount accordingly for Sold/Confirmed Lots, failing which the Login of the party will be deactivated in addition to other actions as deemed fit and the offer will stand withdrawn. For Sold/Confirmed Lots EMD payable within 7 (seven) calendar days from the date of closing of e-Auction(excluding the date of closing). The bidder has to deposit EMD equivalent to 25% of quoted Basic value of the confirmed lots through e-payment gateway link. Buyer has to inform the details such as amount transferred, date of transfer, buyers bank name, UTR No., Auction No., Lot No., payment type such as EMD, Balance Material Value etc. to the DT Official Mr.S.K.Khan by email skkhan@mstcindia.co.in on the same day of the date of transaction

For STA Lots NO EMD is required to be submitted by the Buyer till STA Approval is given by the Seller. Buyers Login shall not be de-activated for non-payment of EMD till the Lot Status is under STA. Buyers have to check their registered email id regularly to get the status of the decision of STA Lots from the seller.

On approval of STA Lots, 25% EMD is required to be submitted within 7 Days from the date of online Approval of STA. Auto emails will be triggered to the buyer's registered email ID with payment details. Non - payment within 7 Days will result in automatic de-activation of the Buyer Login in addition to other actions as deemed fit by MSTC/FACT including actions as per Clause No.29.0 on TERMINATION OF CONTRACT / RISK SALES and the offer will stand withdrawn.

4.1 Upon acceptance of the price offered by the successful bidder, 5% (out of 25% EMD deposited) of the EMD made by him / them will be converted into Security Deposit which will be refunded only after successful performance of the contract. The Security Deposit will be forfeited in case the successful bidder fails to fulfill any of the buyers obligations under the contract. The successful bidder should lift the allotted lot in full failing which the Security Deposit will be forfeited in full irrespective of the quantity of material not lifted. The balance 20% of EMD will be adjusted towards material value.

4.2 No interest will be paid on the EMD and security deposit.

5.0 FACT / MSTC will not be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise at Bidders end or at FACT / MSTC directly or indirectly effecting online method of Bidding.

6.0 The employees of FACT / MSTC are not allowed to participate in this tender

7.0 The description / quality / quantity indicated are approximate and furnished to enable bidders to quote their rates. Bidders are advised to quote their rates only after inspection of items at site. But neither the sale can be invalidated nor the bidder can make any claim/ compensation whatsoever on account of any defect in description, deficiency in the quantity and quality. 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 as is where is basis and no complaint basis only. FACT/MSTC, do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of CAVEAT EMPTOR (let the buyer be aware) will apply.

8.0 Conditional offers will not be accepted / entertained.

9.0 Goods / Equipment will be sold in as is where is condition and the whole items shall be taken delivery from the site by the successful bidders with its faults, errors in description, if any.

10.0 The items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer. FACT / MSTC will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lots as put up for sale, subject to change by nature's wear and tear, will be affected by the company. No complaint regarding quality or

mis-description for the materials sold will be entertained once the bid has been accepted.

11.0 VAT AND EXCISE DUTY: The rate quoted shall be exclusive of Sales Tax / VAT, Excise Duty and all other taxes and levies if any. VAT / Excise duty as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this E-Auction shall be payable by the successful bidders directly to FACT at the time of taking delivery of materials. The present rate of VAT and Excise Duty applicable is indicated in this E-Auction list. Concessional Sales Tax against Form 'C' will be accepted. Any statutory variations of rate of Taxes/Duties are to be borne by the purchaser.

12.0 INCOME TAX DEDUCTION AT SOURCE:

12.1 Ministry of Finance has made it mandatory for all tax collectors to quote their Permanent Account Number (PAN) in the TCS returns. Hence the bidder shall provide the PAN no. in their bid failing which the bids are liable for rejection.

12.2 The government of India has indicated Income tax @ rate of 1 % on the Total Sale Value of the Scrap (Total sale Value = Material Value + Excise Duty + Sales Tax + Any other levy if any) under section 206 C of Income Tax act 1961.

12.3 The above tax is required to be paid if the goods purchased are used for trading. If however the goods purchased are to be utilized for the purpose of manufacturing, processing or producing article or things, the provision of section 206-C will not apply and tax need not be paid. But for the benefit of exemption from payment of tax, the buyer has to obtain a certificate from the concerned assessing officer in form 27-C prescribed under rule 37-C of income tax rules. The same (form 27-C) has to be produced at the time of making payment for the delivery of the materials.

12.4 The delivery will be made to the buyer only after receipt of tax by DD or after receipt of exemption certificate in form 27-C issued by the concerned income tax assessing officer.

13.0 ISSUANCE OF SALE ORDER: Upon acceptance by FACT of the price offered by the H1 bidder, an Acceptance Letter /Sale Order will be issued by MSTC based on the approval issued by FACT. All intimations regarding Status of Lot, Payments etc. will be sent electronically only i.e. through email to the registered email id. All the bidders are advised to regularly check their mail box for intimation as mentioned above. It may be noted that Print Copies of Sale Intimation Letter, Acceptance Letter or Sale Order & Delivery Order will not be sent by post to the correspondence Address. All the bidders in their own interest may keep their email active & check regularly

14.0 PAYMENT: The material value along with full taxes/duties, tax deducted at source (income tax) and other levies, as applicable, has to be paid within 21(Twenty one) calendar days from the date of issuance of Sale Order/Acceptance Letter (excluding the date of issue) by way of Demand Draft/Pay Order (Bankers Cheque will not be accepted) favouring "THE FERTILISERS & CHEMICALS TRAVANCORE LTD.." issued by any Nationalized Bank / Scheduled bank, payable at Udyogamandal / Ernakulam / Kochi.

The Demand Draft is to be submitted directly to the concerned Divisions of FACT.

For FACT Udyogamandal Division, Petrochemical Division & FEDO : Manager (Stores), FACT (UC), Udyogamandal-PO 683 501.

FACT Cochin Division : Manager(Stores), FACT(CD), Ambalamedu-PO. PIN - 682303

FEW : Asst. Gen Manager (Materials) FEW, Industrial Estate, Binny road, Palluruthy, Kochi- 682 006

14.1 In case of delay, additional 4 (Four) weeks will be allowed against payment of penalty charges.

The penalty on basic material value plus Excise duty (if applicable) plus KVAT / CST plus tax deduction at source (Income tax) is chargeable at a progressive rate of 1%(one percent) per week or part thereof. If the last date of payment happens to be closed holiday for Bank, the payment will be accepted next day without any additional penal charges.

14.2 The material will be issued by FACT only after receipt of the full material value including VAT/duties and necessary C form / other documents.

14.3 The EMD converted into Security Deposit will stand automatically forfeited in case of failure by the successful bidder in making payment within the time specified above.

14.4 No interest will be paid to the purchaser on the amount paid or deposited by him and on the amount refundable to him, if any.

14.5 Material value can also be remitted by NEFT/Bank Transfer as per details given below, provided UTR Number and date of transfer details are furnished to FACT by email immediately.

Name of the company: FACT Ltd., Udyogamandal

Name of the Bank: State Bank of Travancore, Udyogamandal

Account Number: 57017844489

IFSC Number: SBTR0000158

15.0 DELIVERY TERMS:

15.1 The successful bidder shall lift the full materials within **30(Thirty) calendar days from the date of issuance of Sale Order/Acceptance Letter (excl. the date of issue)** by employing labour at their own cost / risk. At the time of delivery, the actual quantity may vary from the quantity mentioned in the Sale Order. The successful bidder has to lift the additional quantity after making the requisite payment directly to FACT.

15.2 The successful bidder should lift complete quantity to the ground level and no material should be left un-cleared failing which the EMD converted into Security Deposit will be forfeited in full irrespective of the quantity of material not lifted.

15.3 The quantity indicated with respect to various lots are rough estimates only and may vary at the time of lifting. The buyers should lift the lots to the ground level and in case the actual quantities are found to be excess with respect to the indicated ones, they should immediately pay to FACT directly for the extra quantity (subject to a maximum of 20% of indicated quantity), if asked for by FACT. (In case the actual quantities are found to be less with respect to indicated ones, the remaining amount will be refunded by FACT. No interest will be paid on the amount of short delivered quantity.)

15.4 The successful bidder should lift the materials within the validity period as stipulated in sale order including penalty clause.

15.5 The successful bidder should send advance intimation to FACT regarding their date of arrival to FACT for lifting the materials to enable FACT to make necessary arrangements for delivery of materials.

15.6 No delivery of materials will be given on Sundays and closed holidays observed by FACT. Materials will be delivered between 08.00 a.m. to 12.00 noon and 12.30 p.m. to 3.30 p.m. on any working day. The successful bidder should obtain delivery programme from the owner before placing their workmen and transports. The material will be delivered only to the successful bidder or their authorized representatives against presentation of e-Auction Identity card issued by MSTC. If the successful bidder desires to authorize a representative or an agent for delivery, in such case the bidder shall produce suitable Power of Attorney or authorization letter for each lot separately duly attested by a Notary Public authorizing his representative or agent to lift the materials from FACT.

15.7 In case of any default in lifting the materials by the successful buyer within the time limit as specified herein above the outstanding materials may be lifted within 2(Two) weeks from the due date subject to payment of Ground Rent at a progressive rate of 1%(one percent) per week or part thereof for the extended period. Besides, for delayed removal of materials the Ground Rent shall be charged @ ½% per week or part thereof subject to a maximum of 4% of the basic value of un-removed materials in case of items sold on weight/number basis, but in case of items sold on lot basis Ground Rent will be payable on the basic value of entire lot even if lifted in part. Thereafter, the Security Deposit will stand

forfeited without any notice. Materials sold but not removed within the specified date, will become the property of FACT and FACT will have the right to dispose of such goods in any manner as they deem fit without any notice.

16.0 CONDUCT AND RESPONSIBILITY OF SUCCESSFUL BIDDER DURING DELIVERY:

16.1 The successful bidder shall lift the material only from the lot / site / space as may be earmarked / demarcated by FACT from time to time which shall be final and binding on the successful bidders and they shall observe the rules and regulations and working hours as may be fixed by FACT. The successful bidder shall follow the procedure for taking the material out of FACT's premises as prevailing in the respective works of FACT within the time allowed in this behalf without causing any damage and at their own risk.

16.2 Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, and labourers within FACT premises. If any damage is caused to the company's property, the buyer is responsible to make good such damage to the satisfaction of FACT, and the decision of FACT in this regard shall be final and binding.

16.3 Acetylene /Oxygen Gas / LPG will be permitted inside FACT for hot works like cutting. The cutting work will be allowed only if the Owner feels that the same is required.

16.4 The successful bidder shall engage only ESI / PF registered workers for cutting / sorting / dismantling / removal of materials sold to them and shall strictly follow the rules and regulations of ESI / PF acts and any other statutory acts or requirements as applicable.

16.5 The successful bidder shall abide the safety Rules of FACT and any damage / loss to FACT shall be made good by the successful bidder. In such cases, the Plant Manager (Safety), FACT shall be empowered to fix the amount of compensation due to the Company and his judgment will be final and binding.

16.6 FACT is a company having environmental management system. According to ISO 14001 standard the contractor / buyer shall ensure that none of their activities cause damage to the environment. Special care shall be taken in packing and transportation to avoid spillages or release of any hazardous gases / dust to the atmosphere. The worker employed by the contractor / buyer shall be properly trained for handling of the materials and for dealing with emergencies arising out of spillages or releases. Buyers of hazardous chemicals shall ensure that TREM cards (Transport Emergency Cards) are made available in the vehicles in which the chemicals are transported. Buyers shall ensure that all waste materials / debris from the work site will be removed to the area earmarked for the purpose immediately after completion of the work.

16.7 The successful bidder shall undertake that they will in turn dispose of / reprocess the materials sold to them only in an environmentally friendly manner.

16.8 FACT will not be held responsible by the buyers for any untoward eventualities arising out of use of any of the items proposed for disposal.

16.9 The buyers shall be responsible for safe transport of the items.

16.10 The purchaser shall bring their own bags and boxes, cases or their receptacles for the removal of the auctioned items and shall be responsible for loading, and weighing of materials under the supervision of authorized official of the company.

16.11 FACT / MSTC will not be liable for any claim and purchaser shall keep FACT/MSTC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or other.

16.12 The purchaser shall be responsible for any damages that may be done to the premises or property of FACT in the course of removing the lot or lots purchased by them, damages that may be claimed by the Owner shall be paid immediately on demand.

16.13 If any foreign materials / Hazardous Items are found to be mixed in the lot, other than the items included in the E-Auction catalogue / Acceptance Letter (Sale Order), FACT reserves the right to remove the same at the time of delivery. The hazardous items will be sold only to the parties those who are enlisted with CPCB / SPCB for handling the particular hazardous waste.

16.14 Welding / cutting works, if any can be arranged by the successful bidder only with the prior permission from THE FERTILISERS & CHEMICALS TRAVANCORE LTD.

16.15 Segregation of the material is not allowed. In mixed lot, picking items at random is not allowed. Loading should be done as a whole without choosing and picking. No packing, sorting, cutting or breaking of goods or materials sold will be permitted unless otherwise it is specified.

17.0 PERIOD OF CONTRACT: The contract shall be treated as having been concluded as soon as the letter of acceptance / sale order is issued by MSTC in favour of the successful bidder. The period of contract will be 58 (fifty eight) calendar days from the date of sale order/acceptance letter. The contract period may be extended mutually by the seller & the buyer. The contract shall be deemed to be completed as soon as the area is cleared or the completion of the period of contract, as mentioned above whichever is earlier.

18.0 SALE OF ITEMS / LOTS COMPRISING HAZARDOUS WASTE:

Sale of Hazardous waste Items will be governed by the following procedures in addition to Guidelines / Notifications issued by the Central Pollution Control Board (CPCB) / Ministry Environment & Forests (MOEF) from time to time:

(a) Sale of Old Batteries/Lead Acid Batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its subsequent Amendments.

(b) Sale of e-waste will be governed by e-waste (Management & Handling) Rules, 2011.

(c) Sale of other Categories of Hazardous Waste Items will be governed by the Hazardous Waste (Management, Handling & Transboundary Movement) Rules 2008.

(d) The Bidders must submit a Notarized Copy of the Valid Registration Certificates issued by the State (or Union Territory) Pollution Control Board (PCB) and produce the same to FACT at the time of taking delivery of the materials, failing which their bid will be liable for rejection.

(e) In case of 3 Categories, namely Lead Acid Batteries, Used/Waste Oils and Non Ferrous Metal Wastes, in addition to submitting necessary Valid Registration from the State PCB, the Bidder must also submit a Notarized Copy of the Valid Registration Certificate from CPCB (or MOEF) also, failing which their bid will be liable for rejection. Bidders may note that CPCB regularly displays the list of their valid Registered Parties for these items on their Website, namely <http://www.cpcb.nic.in> and the bidders may like to verify the same before submitting their Bid. The various categories and definitions of the non-Ferrous Metal Waste are given in the relevant Schedule of the Hazardous Waste (Management, Handling & Transboundary Movement) Rules, 2008.

(f) The bidders shall be responsible for ensuring that all Registration Certificate issued by State PCB/CPCB/MOEF are kept valid for the entire period of the contract, if awarded to them, as well as the period of processing such Hazardous Waste Item by them. FACT/MSTC at its sole discretion may ask the Bidder to extend the validity period of their Registration Certificate for a suitable period as deemed fit by FACT/MSTC and in such event the Bidders shall be bound to do so, failing which their Bid/Contract may be rejected/cancelled at the sole discretion of FACT/MSTC and no complaint in this regard will be entertained from the Bidder.

(g) In case of sale involving inter-State movement of goods, the Buyer shall also submit a No objection Certificate (NOC) from the concerned State PCB with whom the Buyer is registered, to FACT before taking delivery, failing which the Buyer will be responsible for all the consequences and FACT shall take further decision as may be deemed fit by them.

(h) FACT/MSTC reserves its right to demand copy of any other document/Licence/ Certificate issued by any Statutory/Govt. Authority in favour of the Bidder, if required, under any Statutory or State/Central Government Act/Law/Order/Rules, etc.

(i) The successful bidders shall, at the time of taking delivery of the waste oil, batteries, other non-ferrous hazardous materials, etc., produce the original letter of valid registration issued by Central Pollution Control Board & State Pollution Control Board for making an endorsement of transaction as required by the Pollution Control Board.

(j) At the time of taking delivery of Hazardous Waste Items, the Successful bidder shall fill in the Manifest in Form 13 as directed by FACT in accordance with the relevant statutory Act / Rules.

(k) The used/waste oil shall be taken delivery in as is where is condition and separation of Oil & water etc. shall not be allowed at site.

19.0 GENERAL:

19.1 FACT / MSTC reserves the right either to accept or reject offer or postpone or cancel the e-auction sale or to reject the higher offer and prefer any other offer on its full discretion without assigning any reason whatsoever, which shall be final in the matter and binding on all parties.

19.2 FACT/MSTC reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage under this E-Auction sale after acceptance of bid/issue of sale order/deposit of full sale value by the bidder, without assigning any reason thereof and the value of such material if paid for, shall be refundable. FACT/MSTC shall not be responsible for any damages/loss whatsoever to bidders on account of such withdrawal, at any stage from the E-Auction sale.

19.3 Re-selling of materials will not be allowed in FACT premises.

19.4 Any auctioned materials shall not be sold or parted with to any of the employees of FACT / MSTC.

20.0 The Items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer. FACT / MSTC will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lots as put up for sale is subject to change by natures wear and tear and FACT / MSTC shall not be responsible for the same. No complaint regarding quality or misdescription for the materials sold will be entertained once the bid has been accepted.

21.0 FORCE MAJEURE: FACT/MSTC will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes or other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.

22.0 ACCIDENTS ETC. TO BUYER'S LABOURER:

22.1 FACT/MSTC will not at any point of time be responsible for any injuries caused due to accident within the factory/premises or at the place of work/ salvage yard and the bidder will make proper arrangement for medical attention and treatment to his labour representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of the employment under any statute. It is the responsibility of the buyer to provide necessary safety

appliances (like hand gloves, tools, helmet, safety goggles, boots etc.) to the labourers who are engaged for handling of the goods.

22.2 The successful bidder will have to indemnify FACT against any damages / accident to the vehicles / the material loaded / personnel seated in the vehicle of the bidder.

23.0 BLACKLISTING: If it is found that the bidder is not following the terms and conditions of payment / Delivery or other conditions of the E-Auction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidder are liable to be blacklisted and appropriate action will be taken as deemed fit by FACT/MSTC.

24.0 In the event of any dispute in connection with this sale, the decision of FACT/MSTC shall be final and binding on the parties to the E-Auction sale. Further any such dispute, doubts or differences of opinion arising at the time of payment or Delivery, bidders shall agree and abide by the decision of FACT/MSTC.

25.0 No interest will be paid to the purchaser on the amount paid or deposited by him and on the amount refundable to him, if any.

26.0 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

a) The Contract shall be subject to and shall in all respects be governed by Indian Law.

b) If any dispute(s) arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit the disputes to arbitration under the ICADR (International Centre for Alternative Dispute Resolution) Arbitration Rules 1996. The authority to appoint the Arbitrator shall be the International Centre for Alternative Dispute Resolution. The number of Arbitrator shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulam in Kerala.

c) Any legal proceedings relating to this Order shall be limited to Courts of Law under the jurisdiction of the Kerala High Court at Ernakulam.

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

28.0 The purchaser should ensure that Sales/Customs/RTO and all other statutory formalities as required are complied with wherever necessary and expenses including tax/insurance charges etc. should be borne by purchaser. Please note that in case the documents of vehicles have been surrendered to the Registration Authority, purchaser has to get the same released from RTO before taking the delivery of the vehicles by observing all the formalities.

29.0 TERMINATION OF CONTRACT / RISK SALES:

In the event of the successful bidders failure to fulfill any of the successful bidders obligations under the agreement, FACTs decision in regard to the successful bidders failure being final and binding on the successful bidder, FACT shall have the full liberty to do any or all of the following:

(a) Cancel the contract with immediate effect for the materials under the contract not taken delivery by the successful bidder as on that date, in which event the security deposit and / or the Earnest Money (as the case may be) shall stand forfeited.

AND / OR

(b) Retain and / or adjust / recover from the successful bidder any amount lying with MSTC / FACT to the successful bidders credit either under this contract or any other contract or which may at any time become payable / refundable to the successful bidder either under this contract or any other contract, the amount of losses or damages or claim that may be incurred by MSTC / FACT in selling the materials under the contract not taken delivery of at the successful bidders risk and cost. Even after recovery /

adjustment by MSTC / FACT from any amount of the successful bidder as mentioned above lying with MSTC / FACT, if any further amount is still found payable / refundable by the successful bidder, he shall pay the same to FACT on demand and without any objection or demur. The decision of FACT in regard to the actual losses incurred by FACT / MSTC including the reasonableness of the rate at which FACT may sell the materials shall be final and binding on the bidder, provided that if no loss is incurred by FACT / MSTC, the successful bidder shall only be entitled to the refund of the amount retained by MSTC / FACT by way of advance payment towards the undeliverable materials without any interest thereon but not any other amount.