

Auction Details		
Auction No	MSTC/BLR/KIOCL LIMITED/3/Bangalore/10-11/826[27653]	
Opening Date & Time	14-05-2010::11:00:00	
Closing Date & Time	Scheduled Time <u>14-05-2010::15:30:00</u>	Closed At <u>14-05-2010::15:30:00</u>
Inspection From Date	03-05-2010	
Inspection Closing Date	13-05-2010	
Seller Details		
Seller /Company Name	KIOCL LIMITED	
Location	Bangalore	
Street	II Block, Koramangala	
City	Bangalore.-560034	
Country	INDIA	
Telephone	080 25531461 to 70 Extn:441	
Fax	080 25630984/25532153	
Email	bgmm@kudreore.com	
Contact Person	TNT GANGARAO	

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
Lot No. :06	MS SCRAP-ASSORTED	50.0 MT	As Applicable /5.0%	CENTRAL STIORES, KUDREMUKH
PCB GRP :[PRE-BID EMD FOR BLR 01]				
Lot Name :MS SCRAP-ASSORTED				
Lot No. :07	MS SCRAP-ASSORTED	105.0 MT	As Applicable /5.0%	CENTRAL STIORES, KUDREMUKH
PCB GRP :[PRE-BID EMD FOR BLR 01]				
Lot Name :MS SCRAP-ASSORTED				
Lot No. :09	MS SCRAP-MACHINERY PARTS	125.0 MT	As Applicable /5.0%	CENTRAL STIORES, KUDREMUKH
PCB GRP :[PRE-BID EMD FOR BLR 01]				
Lot Name :MS SCRAP-MACHINERY PARTS				

Lot No. :10				
PCB GRP :[PRE-BID EMD FOR BLR 01]	MS SCRAP WITH RUBBER	72.0 MT	As Applicable /5.0%	CENTRAL STIORES, KUDREMUKH
Lot Name :MS SCRAP - WITH RUBBER				
Lot No. :14				
PCB GRP :[PRE-BID EMD FOR BLR 01]	MS TURNING & BORING CHIPS SCRAPS WITH MS.BARREL	2.0 MT	As Applicable /5.0%	CENTRAL STIORES, KUDREMUKH
Lot Name :MS TURNING & BORING CHIPS SCRAPS WITH MS.BARREL				
Lot No. :15				
PCB GRP :[PRE-BID EMD FOR BLR 01]	RUBBER SCRAP-(TYRES,FLAPS,HOSES ETC,)	3.0 MT	As Applicable /5.0%	CENTRAL STIORES, KUDREMUKH
Lot Name :RUBBER SCRAP-TYRES,FLAPS,HOSES ETC				

Total No of Lots = 6

SPECIAL TERMS & CONDITION

THE E-AUCTION SALE IS GOVERNED BY THE GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND SPECIAL TERMS & CONDITIONS (STC) OF THE E-AUCTION. INCASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF STC WILL SUPERCEDE OTHERS IN THE PARTICULAR E-AUCTION.

[CLICK FOR GTC](#)

[CLICK FOR BSTC](#)

THE TERMS & CONDITIONS INCLUDING THE LIST OF MATERIALS APPEARING ON THE DATE OF E-AUCTION IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS, THE SAME MAY PLEASE BE DOWN LOADED FOR ANY FURTHER REFERENCE.

PRE BID DEPOSIT:

TO PARTICIPATE IN THIS E-AUCTION AN AMOUNT OF RS.1,00,000/- TO BE DEPOSITED BY THE REGISTERED BIDDERS. THE PREBID AMOUNT HAS TO BE PAID FAVOURING " MSTC LIMITED" PAYABLE AT BANGALORE WITHIN 4 PM ONE DAY BEFORE THE E-AUCTION DATE. HOWEVER MSTC RESERVES THE RIGHT TO ACCEPT THE PREBID EMD AMOUNT ON THE DAY OF E-AUCTION.

The BUYER REGISTRATION NO. has to be mentioned while paying the prebid deposit. Only the registered customers who will submit the pre bid amount within the aforesaid period will be able to participate in this e-auction. The prebid deposit amount will be adjusted towards the total required EMD / Security Deposit amount, irrespective of any specific lot/lots of customer's choice.

FORFEITURE OF PREBID DEPOSIT: IF THE H1 BIDDER FAILS TO PAY THE TOTAL REQUISITE EMD AMOUNT/MATERIAL VALUE IN THIS E-AUCTION, THE PREBID DEPOSIT WILL BE FORFEITED AS PER THE FOLLOWING MANNERS:

A. IF THE TOTAL REQUIRED EMD / MATERIAL VALUE IS LESS THAN THE PREBID AMOUNT, ONLY THE EMD AMOUNT WILL BE FORFEITED AND THE BALANCE PREBID DEPOSIT WILL BE REFUNDED.

B. IF THE TOTAL REQUIRED EMD AMOUNT IS EQUAL OR MORE THAN THE PREBID DEPOSIT AMOUNT, THE ENTIRE PREBID AMOUNT WILL BE FORFEITED.

1.0 Subject to the reserve price, if any, fixed for the materials by the owner **M/s KIOCL Limited** having its Registered Office at II Block, Koramangala, Bangalore-560 034 (hereinafter referred to as KIOCL) or persons duly authorised in this regard (hereinafter called as Authorities) and on the terms and conditions hereunder sale shall be made to the highest auction bidder on "As is where is and no complaints basis".

1.1 MSTC Limited having its Registered Office at 225C, AJC Bose Road, Kolkata ' 700 020 hereinafter referred to as MSTC or Auctioneer is the Selling Agent of KIOCL.

2.0 VALIDITY: The bidder must keep their offers valid for a period of 30 (thirty) calendar days from the date of closing of the E-auction which may be extended for any further period of time as may be mutually agreed upon by KIOCL and the bidder.

3.0 INSPECTION

The bidders are requested to contact The Public Relations Department, KIOCL, Kudremukh, Chickmagalur Dist. for Visitors Pass to inspect the materials.

3.1 Inspection of the materials will be allowed to the authorized representative (s) of the prospective bidders, who possess the Photo Identity Card issued by the Auctioneer (MSTC). Such Representative can contact **SRI HOOVAPPA NAIK, DEPUTY GENERAL MANAGER (STORES), KIOCL, Kudremukh-577 142 Tel: 08263 254102** between 10 AM to 3 PM on all working days excluding Saturday, Sunday and General Holidays for inspecting all materials and for catalogue visit our web site: www.kudremukhore.co.in

3.2. The quantity, quality, weight, measurement and condition of the items indicated are approximate. Participation and bidding by any one in the Auction shall be treated as conclusive evidence of the fact that the party has inspected the items offered for sale and satisfied himself in all respects regarding quantity, quality, measurement, weight and condition etc. of the items and the principle of Caveat Emptor (let the buyer beware) will apply.

3.3. KIOCL / MSTC does not give any warrantee or guarantee for the quality, condition of the items, chemical composition of the items in the lot or about the 'end use' or fitness for a particular purpose.

4.0 EARNEST MONEY DEPOSIT (EMD):

The EMD has to be deposited by the Successful Bidder within 7 days from the date of closure of e-Auction. The bidder shall pay 25% (Twenty five percent) of the full sale value for sold lots & 10% (Ten percent) for STA lots (i.e., the total value of the items as per the accepted bid) in the form of Demand Draft issued by a Nationalised Bank / Scheduled Bank drawn in favour of "**KIOCL LIMITED**" payable at Bangalore and to be deposited with **MSTC Limited, 19/5 & 19/6, 3rd Floor, Kareem Tower, Cunningham Road, Bangalore-52.**

5.0 DEPOSITING OF AUCTION VALUE :

The successful bidder shall deposit the Sale Value plus applicable taxes, duties and any other levies as indicated below:

5.1 (I). For Auction value upto Rs.2.5 Lakhs : Within 10 calendar days from the date of issuance of the acceptance letter (excluding the date of issue).

(II). For Auction value above Rs.2.5 Lakhs but less than Rs.20 Lakhs: Within 15 calendar days from the date of issuance of the acceptance letter (excluding the date of issue).

(III). For Auction value above Rs.20 Lakhs: Within 20 calendar days from the date of issuance of the Acceptance letter (excluding The date of issue). Payment can be made in 3 equal installments and in such cases, the EMD will be adjusted only with the final installment

5.2 The balance payment in the form of Demand Draft / Pay Order in favour of "**KIOCL LIMITED**" payable at Bangalore, must be deposited at M/s. MSTC Ltd., Bangalore, for issuance of Delivery Order.

5.3 In case, the last day of payment happens to be Closed Holiday for MSTC / Banks, the next working day will be taken as the day of payment without late payment charge if any.

5.4 DELAY IN PAYMENT

In case of default in making payment within the time limits specified herein above, the due payments may be made together with additional charge at 1% (one per cent) per week or part thereof on the balance material value, within a period of 21 (Twenty one) Calendar days from the date of the expiry of the payment time indicated at para 5.1 , 5.2 and 5.3

above. Thereafter the EMD amount shall automatically be forfeited

5.5 DELAY IN DEPOSITING SALE VALUE & FORFEITURE

In the event of default in making payment within the specified time schedule and with extended time, if any, the successful bidder shall pay an additional amount @ 1% (one percent) per week or part thereof on the balance payment. Should successful bidder fails to deposit the balance payment along with the additional charges within 21 days from the date of expiry of the time schedule as indicated at clause 5.1/5.2, with extension thereof, if any, EMD shall be forfeited without any further notice to the successful bidder.

6.0 INCOME TAX DEDUCTION AT SOURCE:

Under section 206-C of Income Tax Act 1961, effective from 08th September 2003, at present Income Tax @1% on the total Auction value of scrap (Total Auction Value=Material Value+ Excise/Customs Duty (if any)+Auctions Tax + any other levy, if any,).The said tax and surcharge will be collected from the successful bidder of the material by a separate Demand Draft and has to be remitted along with the total sale value at the time of issuance of Delivery Order by MSTC Bangalore.

In case, if the Successful Bidder claims the exemption it is the responsibility of the Successful Bidder to obtain a certificate from the concerned assessing officer in form 27-C prescribed under Rule 37-C of Income Tax Rules. The form 27-C issued to be produced at the time of making payment for the delivery of materials.

The Delivery Order will be issued to the Successful Bidder only after receipt of the above Tax with Surcharge by DD or after receipt of Exemption Certificate in Form 27-C issued by the concerned Income Tax Assessing Officer.

7.0 V A T :

7.1 V A T shall be paid extra over the price quoted / auctioned along with the full balance payment for issue of Delivery Order. Such Taxes are assessed by the Sales Tax Authorities at the time of lifting of material shall be binding on the bidders for making payments. And dispute if any, shall be taken up directly by the bidders with the Statutory Authorities.

7.2 C form will be accepted as per the Provisions of the relevant Sale Tax Act. In case the 'C' Form is not presented along with balance payment sales tax will be collected in full (i.e. without concession).

7.3 Taxes , duties , cess and any other applicable levies are subject to change that may come into force as on the date of lifting of the material (effective rates as declared by the statutory authorities / governments)

8.0 EDUCATION CESS :

Education Cess at 3% applicable on Customs duty & Excise duty (if any) shall be paid extra by the successful bidders .

9.0 DELIVERY SCHEDULE:

9.1 The buyer shall lift the materials within 50 Calendar days from the date of issuance of the Acceptance Letter / Sale Order (excluding the date of issue).

9.2 GROUND RENT :

In case of any default in lifting the materials by the Successful Bidder within the time limit specified herein above, the unlifted quantity may be lifted by making payment of ground rent @1% (one percent) per week or part thereof, the value of unlifted quantity for such default beyond the specified period as stipulated in the delivery order but not later than 5 (five) weeks from the expiry of the specified time schedule for lifting the materials without ground rent.

9.3 In case of goods sold on lot basis, ground rent will be payable @ 1% (one per cent) per week on the value of the entire lot even if partial quantity is lifted, whereas in case of goods sold on unit / weight / number basis the ground rent will be payable only on the value of the unlifted quantity.

10.0 DELIVERY OF THE MATERIALS :

10.1 For taking delivery, Successful Bidders must report by 9.00 AM on working days in the office of DGM (Stores), KIOCL, Kudremukh. In case the last date for delivery happens to be a Closed Holiday for KIOCL, the next working day will be taken as the last date for lifting without any Ground Rent. Successful Bidders must produce the delivery order issued by MSTC at the time of taking delivery of the materials

10.2 The Vehicles engaged by the Successful Bidder to take delivery of the materials must carry all relevant and valid documents such as RC books, Insurance Cover, Driver's licence, Emission Certificate etc. issued by the concerned authorities. In the absence of the same, permission for entry of vehicle may not be allowed.

10.3 Successful Bidders are advised in their own interest to inform in advance before placement of vehicles for taking delivery of the materials. The Successful Bidder at his own cost may make his own arrangement for removal, dismantling, loading, transporting and he will not be entitled to claim any facility or assistance or cost on this account from KIOCL / MSTC.

10.4 The vehicles engaged by the successful bidder to take delivery of the materials must be loaded and taken out of the stores area after due weighment and documentation within 05:00PM on the same day . Such vehicles will not be allowed to be parked inside stores after 05:00 PM under any circumstance.

10.5 DELIVERY OF THE VEHICLES REGISTERED WITH RTO

Vehicles are auctioned on behalf of Administration Department of KIOCL. Delivery of the vehicles registered with the respective RTOs will be given only after change of registration in favour of the successful bidder. Successful bidder shall contact KIOCL Administration department after making full payment to obtain necessary documents for the purpose of registration in favour of buyer and only after authorization by KIOCL Administration Department , the vehicles will be physically delivered . Any clarification in this shall be

obtained by the bidders from the respective Administration Departments :

i) Vehicles registered with RTO, Chickmagalur.- Administration Dept., Kudremukh

ii) Vehicles registered with RTO, Mangalore.- Administration Dept., Mangalore.

iii) Vehicles registered with RTO, Bangalore.- Administration Dept., Bangalore.

10.6 In the event of sufficient quantity material is not available for lifting, KIOCL shall refund on 'prorata basis' the value of such shortage in quantity. No claim shall be entertained by KIOCL by way of loss or profit, damage or interest etc.

11.0 FAILURE TO LIFT MATERIAL:

In case, the Successful Bidder fails to take delivery of the materials within the stipulated period with extension thereof, if any, for the whole or part of the materials, then 25% of the material value of the unlifted quantity along with the ground rent @1% per week or part thereof will be forfeited. Refund, if any, for the balance amount on this account will be made based on the written request of the Successful Bidder within a period of 6 (six) months from the date of E-auction. The refund will not include Customs and Excise Duty or any other duty already deposited with the Government and the Successful Bidder have to claim directly from the concerned authorities, if desired so. KIOCL does not have any responsibility.

After expiry of the delivery period with extension thereof, if any, KIOCL will have the fullest right to dispose of such goods in any manner as it deems fit and the Successful Bidder will not have any right whatsoever in this regard for any compensation, loss, etc.

12.0 AUTHORISATION TO COLLECT MATERIALS

The authorised representative of the Successful Bidder for collection of materials should have a Power of Attorney in his favour duly notarized and with his signature duly attested. The Power of Attorney should be executed on the prescribed document paper of Rs.100. Such authorisation should not be revoked under any circumstances without written consent of KIOCL.

The segregation of material is not allowed within the premises of KIOCL. Breaking / cutting is also not allowed except under special circumstances and should have written permission of KIOCL. Items like Battery, Used Oil, etc. are to be handled carefully and decanting, spillage are not allowed within the premises of KIOCL.

13.0 Weighment recorded at KIOCL weighbridge shall be final.

14.0 Form KVAT 505 will be issued by KIOCL.

15.0 ACCIDENTS ETC., TO THE TENDERER/BIDDER/LABOUR:

If any damage or loss is caused to the employees or the property of KIOCL or if any claims are made by KIOCL while lifting the materials and by reason of any acts of commissions or negligence on the part of the Successful Bidder or on the part of their agents,

representatives or employees, KIOCL shall be entitled to recover all such losses or damages as may be ascertained by KIOCL and the same shall be final & binding on the Successful Bidder.

Such amount will be recovered from any pending amount of the Successful Bidder without prejudice to KIOCL's rights to take further action under the contract as well as recover such losses, damages or claim any other money due to under any other transaction with KIOCL or from the Successful Bidder directly.

15.1 KIOCL/MSTC will not be responsible for any injuries caused due to accident within the factory premises or at the place of work of the owner either to the Successful Bidder or his representatives / labour etc; and the Successful Bidder will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the Successful Bidder to provide necessary safety appliances (like hand gloves/safety shoes etc;) to the labourers, who are engaged for taking delivery of the materials. It will be the responsibility of the buyer to employ such labourers, who are familiar to undertake such jobs without causing any damage to themselves or to the materials and providing safety appliances. The Successful Bidder shall also take necessary insurance cover for those employed for lifting the materials as is required, at their own cost.

15.2 KIOCL/MSTC will not be liable for any claim and purchaser shall keep KIOCL/MSTC fully indemnified and harmless against any claim and proceedings on their own or against the employees or others.

16.0 SETTLEMENT OF DISPUTES:

16.1 'If any time any question, disputes or difference of whatsoever nature shall arise between KIOCL and the Successful Bidder upon or in relation to or in connection with the contract, either party may, forthwith give to the other notice in writing of such existence of question, dispute or difference and the same other than the questions, disputes or differences for the decision of which specific provisions have been made in the foregoing Articles of these conditions herein after referred to as 'Expected Matters' and the decision of such 'Expected Matters' according to the said provisions shall be final and binding on the parties shall be referred to Arbitration by a sole Arbitrator to be appointed by the KIOCL Chairman cum Managing Director / Managing Director or any person acting in such capacity.

16.2 Where the sole Arbitrator withdraws from his office for any reason or otherwise the Arbitrator is substituted, the Arbitral Proceedings shall continue from that stage onwards and the earlier hearings shall not be repeated.

16.3 The language to be used in the arbitration proceedings shall be English.

16.4 The award of the arbitrators shall be final, conclusive and binding on the parties

16.5. The provisions of Arbitration and Conciliation Act 1996, and the Rules thereunder in force shall be applicable to this contract.

16.6. The venue of Arbitral proceedings shall be only in Bangalore, India.

16.7. Only Courts in Bangalore shall have jurisdiction regarding the matters relating to the arbitration.

17.0 IMPLEMENTATION OF HAZARDOUS WASTE (MANAGEMENT HANDLING) RULE ' 1989 :

17.1 As per Public Notice of September 1999 published by The Central Pollution Control Board, in case of those material / materials which comprise 'Hazardous waste' materials within the meaning of the Hazardous Wastes (Management and Handling) Rules 1989 the tenderer / bidder shall be entitled to quote and submit offer only if such tenderer / bidders satisfies the following criteria and submit the following documents alongwith the EMD:

a) The Successful Bidder should be the actual user/ processor of such materials, and

b) The Successful Bidder should have appropriate facility for Environmentally Sound Management (ESM) for disposal / processing of hazardous waste as per the provisions of the Environment (Protection) Act 1986 and the rules made thereunder

c) The Successful Bidder must submit a copy of the valid Registration Certificate from Ministry of Environment & Forests (M O E F) and from the concerned state Pollution Control Board certifying that the successful bidder has complied with the Standards notified under the Environment (Protection) Act 1986 has provided / installed facilities from Environmentally Sound Management (ESM) for disposal / proceedings of Hazardous Waste and this certificate should be duly attested by Notary Public

17.2 The Successful Bidder if located outside Karnataka State will be required to obtain NOC / Authorisation for transport of Hazardous Waste from the respective State Pollution control boards where the facility is located before taking delivery of Hazardous Waste sold to him. The same has to be submitted to KIOCL before taking delivery.

17.3 KIOCL as the occupier will comply with the requirement of issue of Hazardous Waste Manifest (Form No.9) in six copies, in prescribed colour codes as specified by KSPCB. After delivery of the hazardous waste by KIOCL to the Successful Bidder at its premises it will be obligatory on the part of the Successful Bidder / Transporter to ensure that the items are transported safely to the Successful Bidder's premises and intimation regarding receipt is furnished to KSPCB/KIOCL as per Form No.09.