

GOVERNMENT OF KERALA

Abstract

Finance Department-e-Auction for sale of confiscated/seized vehicles/scraps in Government Departments through MSTC Limited-terms and conditions approved-orders issued

FINANCE (EXPENDITURE B) DEPARTMENT

G.O.(MS)No. 212/15/Fin

Dated, Thiruvananthapuram, 05/06/2015.

Read : G.O.(MS) No. 550/14/Fin dated 15/12/2014.

ORDER

As per G.O. cited, Government have accorded sanction to Government Departments to use the services of the MSTC Limited, a Government of India PSU for e-Auction of usable or scrap vehicles/materials for a period of three years and a MoU has already been signed for the same.

2. Government are now pleased to approve the general terms and conditions which would govern the e-Auction sale procedure. The approved terms and conditions are appended to this order.

By order of the Governor,

Dr. K. M. ABRAHAM

Additional Chief Secretary (Finance)

To

The Principal Accountant General (Audit), Kerala, Thiruvananthapuram
The Principal Accountant General (A&E), Kerala, Thiruvananthapuram
The Principal Accountant General (G&SSA) Kerala, Thiruvananthapuram
The Accountant General (E&RSA), Thiruvananthapuram
All Departments in the Secretariat
All Additional Chief Secretaries/Principal Secretaries/Secretaries/Special Secretaries to Government

The State Nodal Officer in charge of innovative e-Auction project
All District Collectors
All Head of Departments
The Private Secretary to Chief Minister
The Private Secretary to all Ministers
The Private Secretary to Leader of Opposition/Chief Whip
The Additional Secretary to Chief Secretary
The CMD, MSTC Limited, Kolkatta
The Branch Manager, MSTC Limited, Bangalore
The Director of Public Relations
The Director of Treasuries, Thiruvananthapuram
✓ The Nodal Officer, www.finance.kerala.gov.in
Stock File/Office Copy.

Forwarded/By Order,



Section Officer.

GENERAL TERMS AND CONDITIONS OF e-AUCTION

The e-Auction sale is governed by the General Terms and Conditions (GTC), Buyer Specific Terms and Conditions (BSTC) and Special Terms and Conditions (STC) of the e-Auction. In case of any conflict or differences among any provisions of GTC, BSTC and STC, the provisions of STC will supercede others in the particular e-Auction.

The terms and 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.

The quantities indicated are approximate estimate and the same may vary +/-20 percentage. The bidder should lift the available quantity only.

All the applicable taxes/duties/levies as notified by Government of India or any of the State Governments of India prevailing on the date of delivery shall be payable by the successful bidder.

1. Office of the Deputy Collector (General), Collectorate, Thiruvananthapuram having its registered Office at Collectorate, Civil Station, Kudappanakkunnu, Thiruvananthapuram, represented by the Divisional Forest Officer, Thiruvananthapuram, Deputy Excise Commissioner, Thiruvananthapuram, Regional Transport Officer, Thiruvananthapuram, Regional Transport Officer, Attingal, District Police Chief, Thiruvananthapuram City, District Police Chief, Thiruvananthapuram, Rural and Revenue Divisional Officer/Sub Collector, Thiruvananthapuram, as the case may be (hereinafter called "PRINCIPALS") and MSTC Limited, the Selling Agent of PRINCIPALS (hereinafter referred to as "MSTC"). Wherever the word Buyer, Purchaser, Successful Bidder are indicated, it will be referred to as Successful Bidder.

2. 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 of e-Auction). In case the 30th day falls on a

holiday or remains closed for MSTC/PRINCIPALS, such bids will be deemed to be automatically extended to be valid upto the next working day of MSTC/PRINCIPALS.

3. INSPECTION: The intending bidder or his authorized representative may inspect the materials as per the schedule mentioned above, between 10.30 am to 12.30 pm and 02.30 pm to 4.00 pm on any working day at the location specified against each lot with the prior permission from the respective contact person. The detailed description of all lots including list of spare parts, if any, are available at site.

4. CONDITIONS OF GOODS: The description/quality 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 could 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 only. PRINCIPALS/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. No complaint will be entertained after sale.

5. Conditional offers will not be accepted/entertained.

6. 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.

7. The items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer PRINCIPALS/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 misdescription for the materials sold will be entertained once the bid has been accepted.

8. VAT AND EXCISE DUTY: Value Added Tax/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 PRINCIPALS, at the time of taking delivery of materials. The present rate of Value Added Tax applicable is indicated in this e-Auction list. Concessional Sales Tax against Form 'C' will not be accepted.

9. TAX COLLECTED AT SOURCE: Income tax applicable @ 1 percentage.

10. 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 Earnest Money Deposit amount accordingly. Earnest Money Deposit is payable within 7 (Seven) calendar days from the date of closing of e-Auction (excluding the date of closing of e-Auction). The bidder has to deposit Earnest Money Deposit equivalent to 25% (Twenty five percentage) of quoted Basic value of the confirmed lots and 10 % (Ten percentage) of the quoted basic value for the Subject to Approval lots in the forms of demand draft payable at Trivandrum drawn as per the details provided in the auction catalogue, failing which the login of the party will be deactivated in addition to other actions as deemed fit and the offer will stand withdrawn.

11. ISSUANCE OF SALE ORDER/ACCEPTANCE LETTER: On receipt of Earnest Money Deposit at any offices of MSTC under intimation to MSTC, Bangalore a sale order will be issued by MSTC for sold lots.

12. PAYMENT: In case of sold/confirmed lots and in case of lot accepted on Subject to Approval basis the balance payment has to be made within 15 (Fifteen) calendar days from the date of Sale Order/Acceptance Letter (excluding the date of issue of Sale Order/Acceptance Letter), by way of demand draft as per the following manners:

(i) 3.3708 percentage of the material value to be paid in favour of MSTC Limited, by way of DD/PO, payable at Bangalore.

(ii) The balance amount (after deducting the Earnest Money Deposit and amount payable to MSTC) plus applicable VAT/duties, Income Tax and other charges if any must be paid in the form of Demand Draft payable at Trivandrum drawn as per the details provided in the e-Auction catalogue. Any statutory variations of rate of taxes/duties are to be borne by the purchaser.

Note: All the payments to be submitted to MSTC, Bangalore.

In case of delay, late payment charge @ 1 percentage per week or part thereof will be charged upto 2 (Two) weeks only and thereafter the Earnest Money Deposit will stand forfeited without any notice. In case, the last day of payment happens to be closed holiday for MSTC or Banking Institutions, the next working day will be taken as the day of payment without late payment charges.

13. DELIVERY TERMS: The Delivery orders will be issued after receiving of the above mentioned payments. Delivery has to be taken within 30 (thirty) calendar days from the date of the Sale order/Acceptance Letter (excluding the date of issue of Sale Order/Acceptance letter) and the same includes the time period required for receiving the payment by PRINCIPALS from MSTC and realisation of the same. The delivery of material will be given after realisation of the DD/PO/BCs. In case of delay, ground rent @ 1 percentage per week or part thereof will be charged upto 2 (Two) weeks only and thereafter the Earnest Money Deposit will stand forfeited without any notice. If the last date of delivery falls on a closed holiday for PRINCIPALS, the next date of delivery will be the immediate next working day of PRINCIPALS. Materials sold but not removed within the specified date, will become the property of PRINCIPALS, and it will have the right to dispose of such goods in any manner as they deem fit without any notice. The materials are sold on lot basis on as it where is condition and hence the materials will be issued without weighment.

At the time of delivery, the actual quantity may vary from the quantity mentioned in the Delivery order. The customer has to lift the additional

quantity after making the requisite payment through MSTC to PRINCIPALS.

NOTE:

(a) The successful bidder should lift the materials within the validity period as stipulated in sale disposal order including penalty clause.

(b) The successful bidder should send an advance intimation to PRINCIPALS regarding their date of arrival to PRINCIPALS for lifting the materials to enable PRINCIPALS to make necessary arrangements for delivery of materials.

14. No delivery of materials will be given on Sundays and closed holidays observed by PRINCIPALS. Materials will be delivered between 10.00 hrs and 16.00 hrs on any working day. The purchaser should intimate in writing two days in advance as to when vehicle will come for taking out the materials. 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 PRINCIPALS.

15. Welding/cutting works, if any can be arranged only with the prior permission from PRINCIPALS. 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 and Pollution Control Board for making an endorsement of transaction as required by the Pollution Control Board.

16. PERIOD OF CONTRACT: 45 (Forty five) calendar days from the date of sale order/acceptance letter. In case of lot that is under annual rate contract the period of contract is one year from the date of Sale Order/Acceptance Letter. The contract period may be extended mutually by the PRINCIPALS and the buyer.

17. 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 of Environment and Forests (MOEF) from time to time:

(a) Sale of old batteries/lead acid batteries will be governed by the Batteries (Management and Handling) Rules, 2001 and its subsequent amendments.

(b) Sale of other categories of hazardous waste items will be governed by the Hazardous Waste (Management and Handling) Rules, 1989 and its subsequent amendments and/or their relevant statutory Act/Rules.

(c) 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 PRINCIPALS at the time of taking delivery of the materials, failing which their bid will be liable for rejection.

(d) In case of 3 (Three) categories, namely lead acid batteries, used/waste oils and non ferrous metal wastes, in addition to submitting necessary Valid Registration from the State Pollution Control Board, the bidder must also submit a Notarized Copy of the Valid Registration Certificate from Central Pollution Control Board (or Ministry of Environment and Forests) also, failing which their bid will be liable for rejection. Bidders may note that Central Pollution Control Board 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 and Handling) Rules, 1989 as amended by the Government by subsequent amendments.

(e) The bidders shall be responsible for ensuring that all Registration Certificates issued by State Pollution Control Board/Central Pollution Control Board/Ministry of Environment and Forests 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. PRINCIPALS/MSTC as its sole discretion may ask the Bidder to extend the validity period of their Registration Certificate for a suitable period as deemed fit by PRINCIPALS/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 PRINCIPALS/MSTC and no complaint in this regard will be entertained from the Bidder.

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

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

(h) For Hazardous items requiring Pollution Control Board (PCB) Registration Certificate from the State or Central Government or both (as the case may be), if the successful Bidder has/had a valid certificate which expired 30(Thirty) days before the date of opening of e-Auction, he must submit along with the Earnest Money Deposit, a copy of the expired Certificate and a copy of his application to the concerned statutory Authority for extension with a proof of submission of such application. Further he must submit copy of valid certificate within 15 (Fifteen) days from the date of closing of e-Auction, failing which his bid will be treated as invalid. Such certificate must remain valid/extended till the period of processing of material after delivery. It will be deemed that the bidder have read and understood and undertake to abide by all the provisions of the Hazardous Wastes (Management and Handling) Rules, 1989 and subsequent amendments issued by the statutory authorities.

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

19. 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.

20. PRINCIPALS/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. PRINCIPALS/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.

21. **FORCE MAJEURE** : PRINCIPALS/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 of other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.

22. **CONDUCT DURING DELIVERY**: Buyers shall solely be responsible for movement and proper behaviour of their deputies, agents, and labourers within PRINCIPALS premises. If any damage is caused to the company's property, the buyer is responsible to make good such damage to the satisfaction of PRINCIPALS and the decision of PRINCIPALS in this regard shall be final and binding.

23. **ACCIDENTS ETC. TO BUYER'S LABOURER**: PRINCIPALS/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.

24. 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 PRINCIPALS/MSTC.

25. In the event of any dispute in connection with this sale, the decision of PRINCIPALS/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 of delivery, bidders shall agree and abide by the decision of PRINCIPALS/MSTC.

26. The loading of material at the time of delivery is the sole responsibility of the purchaser using his own labourer. The purchaser shall bring their own vehicles, bags and boxes, cases or their receptacles for the removal of the auctioned items and shall be responsible for loading, weighment of materials under supervision of authorized official of PRINCIPALS. Any issues related to the purchaser's labourers have to be taken care of by the purchaser.

27. 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.

28. All quantities either by weight or measurement as mentioned in the e-Auction sale catalogue are approximate. The payment must be made as per actual counter weight. If the delivery of actual quantity in any lot exceeds the quantity in the catalogue, PRINCIPALS reserves the right to retain the excess quantity material in the lot at its discretion. If the quantity in a lot on actual weighment of count is less than the announced quantity as indicated in the e-Auction material list, PRINCIPALS will not make good the deficiency under any circumstances. The purchaser thereof will be entitled

to obtain a refund for the undelivered quantity at accepted rates. No interest will be paid on the amount of short delivered quantity.

29. In the event of any disputes or differences in connection with the contract, the decision of Competent Authority, Office of the Deputy Collector (General), Collectorate, Thiruvananthapuram shall be final and binding on all parties and will be settled as per the Indian Law in the Court Jurisdiction of Thiruvananthapuram only.

30. If any foreign materials are found to be mixed in the lot, other than the items included in the e-Auction catalogue, acceptance letter (sale order), the company reserves the right to remove the same at the time of delivery.

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

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

33. The purchaser should ensure that Sales/Customs/Road Transport Office and all other statutory formalities as required are complied with wherever necessary and expenses including tax/insurance charges etc. should be borne by the purchaser.

Please note that in case of documents of vehicles were surrendered to the Registration Authority, purchaser have to release the same from Road Transport Office before taking the delivery of the vehicles by observing all the formalities.