

ONLINE FORWARD AUCTION FOR DISPOSAL OF M. S. SCRAP.

DFTP/STL is inviting bids to sell old M S Scrap materials, online platform provided by ARIBA through its portal www.ariba.com The detail scheduled of program is given below:

Schedule of Programme

Inspection of Materials	From: 03.02.2020. To: 04.02.2020 Time :02:00pm to 04:00pm
Location	Deepak Fertilisers & Petrochemicals Corporation Ltd. Plot K-1 Talaja Ind. Area, Talaja.
Initial Bid Date	On 05.02.2020 between 10:00am to 04:00pm.
On-Line Auction	On 06.02.2020 @16:30pm
EMD Details	As mentioned in the Scrap Catalogue
Last date for the EMD collection	Till 04:30pm on 05.02.2020 at DFTP/STL, K-1 Talaja site.

Contact details

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<u>Sr. No.</u>	<u>MATERIAL DESCRIPTION</u>	<u>UOM</u>	<u>Estd. Qty</u>	<u>STL K-1</u>	<u>GST (%)</u>	<u>EMD (Rs.)</u>
<u>1</u>	<u>M S Scrap (Generally Structural Materials, includes/used/broken/damaged pipes, sheet, part of M S.)</u>	<u>MT</u>	<u>250</u>	<u>250</u>	<u>18</u>	<u>1000000</u>

TERMS & CONDITIONS OF THE ONLINE AUCTION

Definitions

- **SELLER:** Seller **Deepak Fertilisers And Petrochemicals Corporation Ltd** is further referred in this catalog, as **DFTP** and **Smartchem Technologies Ltd.** is further referred in this catalog, as **STL**.
- **SERVICE PROVIDER:** **Consus iTechnologies Pvt. Ltd.** (hereinafter referred to as "ARIBA") is an e-commerce service provider appointed by the seller to facilitate virtual auction by the seller. ARIBA will only facilitate online auction and are considered as third party not particularly interested in the item/s being sold on behalf of seller.
- **BIDDER:** Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite EMD and registered at ARIBA and who makes or places a bid for and purchases the auction property either in part or in full is considered as a bidder. Successful Bidder is that Bidder in whose name confirmation of sale is issued by the seller.

SPECIAL CONDITIONS

1. **EMD AMOUNT OF RS. 10,00,000 TO BE DEPOSITED BEFORE PARTICIPATION IN AUCTION.**
2. **SUCCESSFUL BIDDER REQUIRED TO PAY MATERIAL VALUE WITHIN 2 WORKING DAYS FROM SALES ORDER DATE, FOR THE COMPLETE AUCTION QTY.EQUAL TO 250 MT.AS ABOVE.**
3. **DELIVERY PERIOD SHALL BE 30 DAYS FROM DATE OF ISSUE OF SALES ORDER.IN CASE SUCCESSFUL BIDDER FAILS TO DEPOSIT MATERIAL VALUE WITHIN 2 WORKING DAYS EMD AMOUNT WILL BE FORFEITED.**
4. **DFPCL/STL RESERVE THE RIGHT AT ITS SOLE DISCRETION TO FORFEIT THE EMD AMOUNT IF PROPORTIONATE WEEKWISE QUANTITY IS NOT LIFTED. (MINIMUM 3 TRUCKS/WEEK TO BE LIFTED).**
5. **WHILE TAKING DELIVERY OF THE MATERIAL, IT WILL BE AT THE**

DISCRETION OF THE SELLER OR ITS AUTHORIZED REPRESENTATIVE TO DIRECT THE MANNER/ORDER IN WHICH THE MATERIALS OR LOTS SHALL BE REMOVED. NO SEGREGATION OF THE ITEMS OF ANY LOT IS ALLOWED INSIDE THE SELLER'S PREMISES.

- 6. BREAKING/CUTTING OF STEEL IS NOT ALLOWED IN OUR PREMISES. IN EXCEPTIONAL CASE MAY BE ALLOWED TO THE EXTENT NECESSARY FOR FACILITATING LOADING INTO VEHICLES AS PER THE DIRECTION OF THE SELLER. NO GAS CUTTING EQUIPMENT'S OR ANY EQUIPMENT, WHICH ARE LIKELY TO CAUSE DAMAGE, WILL BE ALLOWED IN THE PREMISES. ONLY SAFE OXY-ACETYLENE GAS CUTTING EQUIPMENT WILL BE ALLOWED WITH PERMISSION OF SELLER. THE DECISION OF THE SELLER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE FINAL IN THIS REGARD.**
- 7. LOADING IS IN BUYER'S SCOPE HENCE REQUIRED MANPOWER AND HYDRA/CRANE SUCH EQUIPMENT TO BE ARRANGED BY BUYER ONLY.**

1.0 GENERAL TERMS & CONDITIONS

1.1 Subject to the reserve price, if any, fixed by the SELLER and subject to the terms and conditions set out herein, sale shall be made to the HIGHEST BIDDER on "**AS IS WHERE IS BASIS**" and "**NO COMPLAINT BASIS**." The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction property offered for sale.

1.2 SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements made during the auction in the auction room and changes made in the catalogue including start price, bid increment/decrement, extension of time for lots where bids are received or not and any other additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller would be binding on the bidder. Bidders are advised in their own interest not to leave the auction room till the entire auction is closed.

1.3 Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the materials and who have not been previously blacklisted by **DFTP/STL** and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction. Final decision regarding participation will be with the Company. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction. Seller/ARIBA will not entertain any complaints or objections once Bid is placed.

1.4 Seller/ARIBA does not give warranty or guarantee of the quality, quantity, measurement, condition Chemical composition of each individual item/s or lot/s that form the auction property and about its "End Use" or fitness for a purpose.

1.5 The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept / reject / cancel any bid, withdraw any portion of the Auction Property at any stage from Auction even after acceptance of bid/ issue of delivery order or release order/ deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, SELLER, shall refund the value of Auction Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder because of such withdrawal

1.6 EMD amount will not carry interest.

1.7 In the event of failure on the part of the successful bidder to fulfill his contractual obligations, DFPCL/STL reserves the right to debar such bidder from participating in any future auction conducted by ARIBA on behalf of seller.

1.8 Bidders are advised bid only after inspection of equipment since details, specifications given/displayed on DFPCL web site are indicative.

2.0 Disclaimer

2.1 ARIBA runs its business based on a robust Web Site. However, ARIBAs outsourcing server space from a third-party hosting company and hence shall ensure the smooth running in all good faith and intention. However, ARIBA will not be held responsible for any failure of power, Network, server, hosting server, Internet connectivity, ISP or otherwise at Bidder's end or at ARIBA directly or indirectly affecting online method of Bidding.

2.2 ARIBA takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless.

2.3 ARIBA from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall ARIBA be liable for any loss for the transactions by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that ARIBA has

provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations to be followed from time to time.

Since ARIBA does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. Consus iTechnologies Pvt. Ltd. is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between the Seller and Bidder. Consus iTechnologies Pvt.Ltd. shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.

2.4 The Seller/Bidder agrees to limit the liability of Consus iTechnologies Pvt.Ltd. to them for all claims, losses, costs, damages of any nature whatsoever or claims

expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of Consus iTechnologies Pvt.Ltd. to the Seller/Bidder shall not exceed its total fee receivable from the Seller/Bidder. It is intended that this limitation apply to all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

3.0 PARTICIPATION

3.1 The prospective bidder has to register with the DFTP/STL by submitting the KYC form duly filled and signed along with self -attested copies of their PAN Card, valid VAT registration certificate, and address proof by way of electricity bill, or telephone bill, or Bank account statement. The prospective bidder after completing the registration process shall have to deposit **Earnest Money Deposit (EMD) through RTGS only. CASH WILL NOT BE ACCEPTED.**

3.2 Duly filled Declaration Form to be submitted along with visiting card at DFTP/STL site office along with Earnest Money Deposit (EMD).

3.3 On completion of the registration process and payment prescribed of EMD as outlined in 3.1 above, seller/ARIBA will activate the User – Identity to enter Website www.ariba.com

3.4 Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password.

3.5 In case of successful bidder, the EMD amount will be converted into Security Deposit and same shall be refunded after satisfactory execution of order. For unsuccessful bidders EMD will be refunded from DFTP/STL site office. Under any case SD/EMD shall not bear any interest.

4.0 CONDITIONS APPLICABLE TO “ONLINE” AUCTION

4.1 **Validity of Bid Prices:** 30 days from date of issue of sale order. Sale order will be released within 10 days from date of completion of online auction.

4.2 Time Extension: If any market-leading bid (bid higher than the highest at the point in time) is received within the last 3 minutes (“Time Extension” as mentioned in the Bidding Room will be in force & 3 Minutes is an example) of closing time, the time will be extended automatically by 3 minutes.

4.3 Training: ARIBA will provide training (online) if required by the bidders at a mutually convenient date and time before the Auction.

4.4 Bids: All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw

4.5 the bid for whatever reason. If done so, the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder.

Bidders may please note that in the event of a manual bid amount matching that of an auto bid, the manual bid will prevail and be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.

I) Initial Price Bid:

Interested bidders should submit initial price bid through online process on the scheduled date.

II) Final Auction Bid:

Bids submitted through online process on 05.02.2020 will be considered as a start price and prices received online on 06.02.2020 will be considered as final prices for auction.

5.0 Payment

5.1 All payments shall be made by RTGS in favour of **Smartchem Technologies Ltd.** as per respective lots.

5.2 The EMD will be kept as Security Deposit. The Security Deposit shall be refunded only after satisfactory execution of Contract.

5.3 The cutting if required of the items will be allowed only acetylene cutting. Therefore, your bids should be based on acetylene cutting.

5.4 In the event of the failure of the Buyers (H1 Bidder) by way of a default in payment of the material being disposed or non-compliance or any of the terms mentioned herein, the contract will automatically stand terminated and the Security Deposit will stand forfeited for the breach of contract by the buyer. In this case, the company reserves the right to dispose of the balance material in the Lot and the said buyer will have no claim whatsoever.

6.0 DELIVERY

6.1 On receipt of approval from competent authority for the disposal, the Seller will issue final Sale/ Delivery / Release Order to the Approved bidder thereby enabling him to lift the available materials within **week time. Sale order validity would be 30 days.**

6.2 The successful bidder shall not be entitled to choose or pick up any material from the lot. They must lift the entire material as available in the lot.

6.3 To facilitate **DFTP/STL** to complete the transaction **before 4.30 P.M.** the goods should be collected before **4 P.M. on** any working day with prior appointment of the concerned department during the stipulated delivery days (except Saturdays, Sundays & Holidays).

Please contact respective person for co-ordination. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of EMD and other payments collected. Weight recorded at the seller's premises shall prevail.

6.4 The loading of the material will be in the presence of and after the approval / authorization of **DFTP/STL**.

6.5 The Buyer shall be responsible to ensure that their employees follow safety regulations as per **DFTP/STL** stipulations and other statutory regulations. Buyer shall ensure that all his workmen on site use safety belts, gloves, helmets, masks etc., as necessary for their safety. The buyer shall be responsible to secure compliances with all Central and State laws as well as the rules, regulations, bye-law / notifications and orders of the local authorities and statutory bodies as may be in force from time to time. Buyer must comply with all statutory obligations like **Labor License, ESIC, PF** etc. whichever is applicable. In case of noncompliance of statutory obligations, the SELLER may stop delivery of the material or may forfeit EMD/Security Deposit.

6.6 The successful bidder will make his own arrangement for lifting, loading and transporting the material from the factory premises and he will not claim any sort of assistance whatsoever or charges from the company.

In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.

6.7 If the goods sold or portion thereof remain un-cleared in the premises of the seller beyond the stipulated period, the sales proceeds of the un-lifted assets shall be forfeited, and the un-lifted portion of the assets may be removed at the risk and cost of the buyer.

6.8 It will be successful Buyer's responsibility to weigh the empty Truck at the certified weighbridge of **DFTP/STL** and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.

6.9 Should the original Buyers wish to take delivery of the surplus material through a representative, he must authorize the latter by a letter of authority or continuing authority, which shall be presented to the seller. The seller may in his entire discretion decline to act on any such authority, and it shall be for the Buyers to satisfy the seller that the authority is genuine. Delivery to such authorized person will constitute valid delivery and no claim shall lie against the seller on any account thereafter.

6.10 Once the goods / materials are taken out of the factory gate, Buyers will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.

6.11 Resale / Sale in transit will not be recognized. The Buyers shall not be entitled to resell any lot or part of a lot while goods are still lying within the premises of the seller and no delivery would be affected by the seller to any person other than the Buyers whose names are mentioned in the sale order/Delivery order.

6.12 Buyers and his men are subject to the security rule of seller in force while in the seller's premises. The Buyers/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the Buyers shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.

6.13 While taking delivery of the material, the Buyers shall be responsible for any damage that may be done to premises / fittings of the SELLER during removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the Buyers shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or may stop delivery of the material till payment is made.

6.14 SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials.

6.15 If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.

6.16 In case the whole or any part of the goods sold remained uncleared, after due date as stated in the delivery schedule, the buyer shall have no claim whatsoever on the goods remaining uncleared and the amount paid to **DFTP/STL** will stand forfeited at the expiry of the said period. **DFTP/STL** shall have right to dispose of such goods in any manner they like. The buyer shall have no right whatsoever for any compensation on this account.

6.17 The buyer shall not be entitled to resell any lot or part of a lot while the goods are lying in the premises of the **DFTP/STL** and no delivery would be affected by the **DFTP/STL** to any person other than the buyer.

6.18 Disposal of scrap is to be done against advance payment made through RTGS by scrap customer.

7.0 Disputes / Arbitration

7.1 In case of any dispute arising out of or relating to the terms of the sale order the matter shall be referred to one arbitrator appointed by Deepak Fertilisers and Petrochemicals Corp. Limited or Smartchem Technologies Limited. The arbitrator shall act in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be **Mumbai**.

7.2 An authorized official or any other person appointed by the seller shall decide any dispute arising between the successful bidder and seller. The decision of the Arbitrator shall be final and binding on both the parties.

7.3 In the event of any dispute regarding not taking possession / non-availability of inspected Auction Property etc. and forfeiture of 'EMD', ARIBA will not be held responsible for the loss / forfeiture.

8.0 Termination of Contract -

DFTP/STL reserves the right to terminate the contract at any time on the following ground.

- Unsatisfactory execution or performance of the contract by the Buyer.
- For improper behavior of the buyer or by his employees / agents / representatives or breach of the terms and conditions of the contract.
- Or for the reason, whatsoever, as may deem fit to DFTP/STL for termination of the contract.

- Non-fulfillment of submission of statutory details, excise & sales tax compliance before dispatch of materials.

9.0 FORCE MAJEURE

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays/failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Governmental Authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of Deepak fertilisers And Petrochemicals Corp. Ltd in writing within three days of occurrence of the event. The amount of time, if any, lost on any of these counts shall not be counted for the contract period. Such a determined period lost shall be extended by Deepak fertilisers And Petrochemicals Corp. Ltd to enable the Vendor to deliver the items within such extended period of time.

For Deepak Fertilisers and Petrochemicals Corp. Limited/

Smartchem Technologies Ltd.

**(Anand Shukla)
General Manager-Materials (Stores)**