

**TERMS & CONDITIONS**  
**Tender No : MRPL/MAT/AUCTION/01/2024**  
**Auction Date : 12.06.2024, 14.00 to 15.30 Hrs.**

Sale is on "AS IS WHERE IS BASIS, CLEAN SWEEP BASIS AND NO COMPLAINT BASIS". No complaint regarding quality, quantity, or composition of the material will be entertained. The whole goods are to be lifted from the site of accumulation with all faults and errors in description or otherwise. Quantities, sizes, measurements, number and weights as stated in the tender are approximate and no warranty or guarantee shall be implied.

Please find enclosed list of item as furnished below along with available quantity to be disposed.

LOT NO	DISCRIPTION	UOM	QTY	GST as applicable	TCS (BASIC+ GST)	Location
1	Mixed metal scrap (including wooden, plastic waste i.e ground sweep basis)	MT	30	5% / As applicable	1%	MRPL Marketing Terminal Project, Devangonhi Village Doddadasarahalli, Jadigenhalli Hobli Hoskote Taluk, Bangalore Rural District, Karnataka 562114

**Pre bid EMD will be INR 50000/-**

EMD shall be submitted one day before the auction date, by way of online banking thru internet banking (The account details are -Bank Name :SBI; POST KUTHETHUR, VIA KATIPALLA,MOODAPADAU, MANGALORE,KARNATAKA-575030; A/c No : 00000041307204468; IFS Code : SBIN0040471).

OR

In the form of Demand Draft in favor of "MANGALORE REFINERY & PETROCHEMICALS LIMITED" payable at Mangaluru.

Pre bid EMD will be refunded within 15 days from auction date of unsuccessful bidder.

The Pre bid EMD of H1 successful bidder will be kept as security deposit and shall be returned/adjusted in final payment to buyer after successful completion of the contract.

1. MANGALORE REFINERY & PETROCHEMICALS LIMITED, MANGALORE, the owner / seller, will be hereinafter referred to as MRPL. Wherever the word Buyer, Purchaser, Successful Bidder are indicated, it will be referred to as Successful Bidder.

2. INSPECTION: The intending bidder or his authorized representative may inspect the materials,

between 10.00 hrs to 16.00 hrs on any working day from 04.06.2024 till auction date, at the location specified with the prior permission from the Officer (Materials), MRPL. The detailed description of all lots including list of spare parts, if any, are available at site.

3. 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 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. MRPL, 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.

4. Conditional offers will not be accepted / entertained.

5. 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.

6. The items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer MRPL 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.

7. GST: The Goods & Service Tax (GST) is implemented with effect from 01st July 2017 in India. Accordingly, VAT / Sales Tax will be discontinued and these taxes will be subsumed to GST. GST will be payable on all goods (whether scrap or otherwise). Hence all Buyers / Bidders having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate mentioning GST Registration Number needs to be submitted with the respective office of MRPL/via mail to officer . (from where Registration was done) for updating Buyer Registration details. MRPL / Seller will not be able to issue any Sale Order / Delivery Order / Invoice, etc. wherever GST Registration Number is not updated. Further the existing VAT / Sale Tax Rate shall be replaced by GST Rate and differential tax, if any, will be paid by or refunded to Buyers. Further the Service Tax Rate on Service Charge Bill, shall be replaced by GST Rate and differential tax, if any, will be required to be paid by Principals / Sellers.

8. TAX COLLECTED AT SOURCE: Income tax applicable @ 1%.

9. PAYMENT: In case of sold / confirmed lots the buyer will have to deposit 100% material value, along with GST, IT and other taxes & duties if any within 10 (Ten) calendar days from the date of confirmation mail of order by MRPL. Any statutory variations of rate of Taxes/Duties are to be borne by the purchaser.

Bidders can deposit the 100% amount through e-payment/ ePayment/DD/PO favoring to MANGALORE REFINERY & PETROCHEMICALS LIMITED' s account .

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After making the payment, buyer has to inform MRPL their payment details by way of email, MRPL will not responsible if buyer fails to communicate the details in time.

In case of delay, late payment charge @ 1% per week or part thereof will be charged upto 2 (TWO) weeks only and thereafter the EMD 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.

10. DELIVERY TERMS: The Delivery Orders will be issued after receiving of the above mentioned payments. Delivery has to be taken within 10 (Ten) calendar days from date of contract issued by MRPL (excluding the date of issue) and the same includes the time period required for receiving the payment by MRPL and realization of the same.

The delivery of material will be given after realization of the DD/PO/BCs. In case of delay, ground rent @ 1/2% per week subject to a maximum of 5% of sale value will be charged or the sale order will be treated as cancelled and the EMD will stand forfeited without any notice. If the last date of delivery falls on a Closed Holiday for MRPL, the next date of delivery will be the immediate next working day of MRPL. Materials sold but not removed within the specified date, will become the property of MRPL 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 is where is condition and hence the materials will be issued without weighment. Loading and transportation charges are to be in the scope of the successful bidder at the time of taking delivery of the items awarded.

11. No delivery of materials will be given on Sundays and closed holidays observed by MRPL. 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. 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 MRPL.

12. 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.

13. MRPL 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 Auction sale after acceptance of bid/issue of contract/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. MRPL shall not be responsible for any damages/loss whatsoever to bidders on account of such withdrawal, at any stage from the Auction sale.

14. MRPL 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.

15. CONDUCT DURING DELIVERY: Buyers shall solely be responsible for movement/gate pass as per MRPL Security procedure and proper behavior of their deputies, agents, and labourers within MRPL premises. If any damage is caused to the company's property, the buyer is responsible to make good such damage to the satisfaction of MRPL, and the decision of MRPL in this regard shall be final and binding.

16. ACCIDENTS ETC. TO BUYER'S LABOURER: MRPL 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.

17. BLACKLISTING: If it is found that the bidder is not following the terms and conditions of payment. Delivery or other conditions of the 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 MRPL.

18. In the event of any dispute in connection with this sale, the decision of MRPL shall be final and binding on the parties to the 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 MRPL.

19. 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, weighment of materials under supervision of authorized official of the company.

20. 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.

21. In the event of any disputes or differences in connection with the contract, the decision of Group General Manager (Materials), MRPL shall be final and binding on all parties and will be settled as per the Indian Law in the Court Jurisdiction of MANGALORE only.

22. Any auctioned materials shall not be sold or parted with to any of the employees of MRPL.

23. The purchaser should ensure that Sales/Customs/MMD/ 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 of documents of vehicles were surrendered to the Registration Authority purchaser have to release the same from RTO before taking the delivery of the vehicles by observing all the formalities.

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