

## **CLICK HERE FOR COMPLETE TERMS AND CONDITIONS**

**1.0** The entire offer/bid shall be valid for a period of 30 days from the date of closing of e-auction.

Bidders have to quote for the entire lot together against this e-auction. Bids for part of lot will not be accepted by the portal.

**1.1** It will be at the sole discretion of **HFL** to accept or cancel the sale without assigning any reason.

### **2.0 PRE-BID EARNEST MONEY DEPOSIT/EARNEST MONEY DEPOSIT(EMD):**

To participate in this e-auction, the bidders have to deposit Pre Bid Earnest Money Deposit of **Rs.99,40,000/- (Rupees Ninety Nine Lakhs Forty Thousands Only )** on or before **14.03.2023**. The Pre bid EMD must be deposited in favour of **MSTC LIMITED** through RTGS/NEFT by using "PAY PRE BID EMD" link provided in buyer's login.. The pre-bid EMD of successful bidder shall be converted into Security Deposit. No interest will be paid on this pre-Bid EMD.

**The above security deposit will be forwarded to HFL by MSTC after issuance of Acceptance Letter/Sale Order.**

**PRE-BID EMD payment process:** The Bidders who wish to bid in this e-auction should submit Pre-Bid EMD for each e- auction LOT (as per auction catalogue) through "Pay Pre Bid EMD" link available in buyer's Login. PRE BID EMD should reflect in "EMD LEDGER" of buyer at least one working day prior to e-auction date. Bidders with sufficient balance required to bid in respective lots available in EMD Ledger during live e-auction will only be allowed to bid.

**Instructions in using Pay Pre bid EMD Option:**

**1. Bidders must pay pre-bid EMD through Pay Pre bid EMD link only.**

**2. One NEFT/RTGS Challan will be valid for one transaction only, if multiple transactions are made, only one/none will be reconciled. Hence, Prospective buyers are strictly instructed to use the Generated challan only for one transaction. If you wish to do other transaction, generate new challan and perform transaction. MSTC is not responsible for non reflecting of amount in EMD ledger paid multiple times by using single challan.**

**3. Payment should be made within 3 days after generating the Challan for NEFT/RTGS otherwise the challan shall become invalid. Amount paid through invalid challan may or may not be reflected in EMD ledger, in such case MSTC shall not be held responsible. Hence, buyers are instructed to generate new challan.**

**4) Paid Pre Bid EMD can be viewed in EMD Ledger available in buyer's login.**

**PRE BID EMD Refund to Unsuccessful bidders: FOR REFUND OF EMD CLICK ON THE BUTTON "EMD REFUND REQUEST" AFTER COMPLETION OF AUCTION BETWEEN 07:00 AM AND 12:00 NOON IN WORKING DAYS. REFUND OF THE PRE BID AMOUNT WILL BE DONE AUTOMATICALLY TO YOUR REGISTERED ACCOUNT WITHIN 7 WORKING DAYS.**

**3.0 PAYMENT OF EMD:**

**PAYMENT OF EMD payable within 7 (Seven) calendar days from the date of acceptance of LOT.**

**The bidder has to deposit EMD of the confirmed lots @10% adjusting PREBID EMD as per auto sale intimation letter to HFL/SELLER.**

**4.0 INSPECTION:**

The materials offered for sale must be inspected prior to due date of e-auction. For inspection & other related matters, bidders may contact **HFL** officer **Mr. Sanjay Mahagoankar and Mr D Nagesh**. The bidders should thoroughly satisfy themselves about the nature, specifications, physical conditions, quantity, quality, place of existence of the materials and working conditions at site. MSTC/ **HFL** provides no guarantee or warranty as to the condition of the material / its quality / its fitness for any specific purpose or use. It should be clearly understood that no claim / complaint about the quality, specifications, quantity, conditions or fitness for use shall be entertained by MSTC/ **HFL** once a bid has been registered into the e-auction floor of MSTC.

**NOTE:** Interested customers are advised to contact above officer of **HFL** for inspection of the Plant.

## 5.0 PAYMENTS:

PAYMENT: Balance Payments are to be made within 15 calendar days from the date of issuance of Sale Order/Acceptance Letter through RTGS.

BALANCE PAYMENT IS TO BE MADE in two parts (1) TO HFL (2) to MSTC as per sale order and as per bank detail given below. Delivery Order will be issued after Payment conformation received from HFL and Service charges of MSTC.

### Bank Details for RTGS are as below :

(i) Bank Details of MSTC (for service charges)	Through e-payment link is available in Buyer's Login.
(iii) Bank Details of HLF:	Beneficiary: <b><u>HINDUSTAN FLUOROCARBONS LIMITED</u></b>  Bank: STATE BANK OF INDIA Branch: SAIFABAD, HYDERABAD Account No. <b>41670672688</b>  Nature : CURRENT ACCOUNT  IFSC/RTGS Code : <b>SBIN0007315</b>

**6.0 Goods & Services Tax ( GST ) of 18%** is applicable presently for scrap material. However, any taxes/duties applicable on the transaction at the time of delivery of the goods will be borne by the purchaser on actual basis.

**6.1** The purchaser may clearly note that all the taxes, duties, levies, Demolition Cess and other Cess etc., if any is levied/imposed by any Statutory Authority till the final conclusion of the contractual period/ contract shall be borne by him/them including the inter state transactions and **HFL** shall not be responsible to pay the same, if any, since the sale is on "AS IS WHERE IS BASIS" AND "NO COMPLAINT BASIS".

**6.2 LATE PAYMENT PENALTY:** Incase of default in payment within the stipulated time, Delayed Payment **Penalty @ 1%** per week or part thereof for the full material value shall be charged up to two (2) weeks. Acceptance of late payment beyond two weeks and thereafter shall be at the sole discretion of **HFL**. However, **HFL** reserves the right not to accept the payment with or without the additional charges after the expiry of the above mentioned due time limit or even within or after the aforesaid additional period of 14 (fourteen) days and in such an event the contract shall be automatically terminated and the Earnest Money / Security Deposit of the bidder

shall automatically stand forfeited without prejudice to the right of **HFL** to dispose off the material at the risk and cost of the bidder and realize the difference if any from the bidder.

## **7.0 DELIVERY:-**

**7.1** The delivery period for the listed items of the plant including dismantling, cutting, bringing down to ground level/base level and taking out from **HFL** factory premises is **90 calendar days** from the date of **Delivery order**.

**7.2** Vehicles deputed for disposal of the material(s) should report for loading in early hours in such a manner that requisite time is available for loading and vehicles are released before closing of the working hours i.e. at **17.00Hrs**.

**7.3** The successful Buyer shall dismantle and lift the listed scrap material mentioned in the specified lot allotted to them by employing their own labour and at their own cost. The material in all the segments shall be lifted from the area within the prescribed period of **90 calendar days** from the date of **Delivery order**.

**7.4** The material will have to be removed on “**AS IS WHERE IS & CLEAN SWEEP BASIS**” and at the buyer’s own cost and expenses. No processing, whatsoever, other than dismantling, required for convenient transportation, will be permitted by the **HFL**. The buyer shall not be provided with any work force or equipments. The buyer would have to arrange for all the equipments as may be needed for dismantling and transportation including Dozer, Scrapper, Cranes, Gas, etc. However, Power, Water or other facilities available with **HFL** may be considered to be made available to the purchaser on **chargeable basis**, as per **HFL’s** rules, the details of which the bidder/buyer may see and satisfy himself from the Site Incharge. While removing materials of one segment, the other segments materials should not be disturbed/damaged.

## **8.0. REMOVAL OF LEFT OVER MOVABLE ASSET**

**8.1** Successful Bidder / Buyer will submit a plan for dismantling / demolishing, transportation of dismantled materials / accessories, equipments from the site prior to actual start of the work for obtaining approval of **HFL**. The material stored/dismantled should be removed first. The time schedule and sequence of the dismantling & removal of material shall be prepared by the Buyer and its prior approval shall be obtained from **HFL Officer Shri. Sanjay Mahagoankar** ). The approved dismantling & lifting schedule shall be strictly adhered to.

**8.2 GROUND RENT CLAUSE :** In case of default in lifting of the materials by the successful Bidder within the specified time limits, the outstanding material would be allowed to be lifted after payment of Ground Rent for the period of delay beyond the specified due delivery period by the buyer as per details below:

- i) For First **Four weeks** from the permitted date - Ground Rent @ 1% per week of the full sale value.
  - ii) For Next **Four weeks, i.e., 5<sup>th</sup> to 8<sup>th</sup>** week from the permitted date - Ground Rent @ 2% per week of the full sale value.
  - iii) For Next **Two weeks, i.e., 9<sup>th</sup> to 10<sup>th</sup>** week from the permitted date - Ground Rent @ **4%** per week of the full sale value.
- ii) The maximum period to be allowed for lifting with Ground Rent beyond additional **ten** weeks will be on the discretion of **HFL** whose decision on Ground Rent shall be final and binding.

However, it will be the sole discretion of **HFL** to allow or not to allow the buyers(s) to lift the material with the ground rent after expiry of additional ten weeks beyond the stipulated due delivery. In such event the sale of the material not lifted by the buyer(s) will automatically be cancelled and the Earnest Money /Security Deposit including other payment of installment in full or part made, as the case may be will automatically stand forfeited.

**8.3** Dismantling and transportation of the goods shall be the responsibility of the buyer at his costs and risks. It shall be obligatory for them to take safety precautions as per applicable laws/rules.

**8.4** **HFL** or its authorized representatives shall have the right to stop dismantling and loading of the material if they feel that the buyer or his representatives are not following the instructions given to them or the job is not being carried out in accordance with the provisions of terms & conditions of Contract and buyers will be solely responsible for the same.

**8.5** Dismantling/removal of materials on 'Pick & Choose' basis shall not be allowed.

**8.6** Removal and transportation of materials shall be done only during general shift hours of **HFL**. No materials will be allowed to go out after **5.00 P.M.** on week days. Similarly, no materials will be allowed to go out on Sundays and holidays. Suitable security arrangements should be made by the buyer to look after the sold goods, his tools & tackles and other materials/stores, for which private security guards may be engaged by the buyer, round the clock.

**8.7** The buyer shall not be allowed to store the material on the road sides which may cause hindrance in movement on the road or cause inconveniences to public.

**8.8** The buyer shall not be entitled to resale any of the material equipment/items sold to him by **HFL** while these goods are still lying within the premises of **HFL**. No delivery of material would be affected by **HFL** to any persons other than the buyer or his authorized representative.

**8.9** The buyer shall comply with all statutory provisions as applicable.

**8.10** Removal of material and sweeping of debris/waste arising out of dismantling shall be carried out simultaneously.

**8.11** The buyer should arrange to dump the debris / waste material to an authorized dumping place at his costs and risk.

**8.12** If at any time after the sale order / delivery order is issued, **HFL** want to retain any item/items for their own use, the buyer will have to release such items which shall be compensated by **HFL**, as per **HFL** Engineer's assessment and the same shall be binding on the buyer.

**8.13 Stacking** and removal of dismantled material should be in a continuous and cyclic manner so as not to cause any disturbance or stagnancy.

**8.14** During dismantling and lifting of the materials from the shop, if gas cutting is necessary, permission will be granted after following safety precaution. No plant or machinery will be removed which are connected with any structures affecting structural safety to the factory sheds.

**8.15** While dismantling and lifting of materials from the shop, the factory sheds and the allied structures must not be damaged and these factory sheds & allied structures must not be treated as a disposable items. These factory sheds and allied structures are excluded from the disposable items.

**8.16** The buyer shall take all Safety Precautions and security measures such as providing helmets, safety belts etc., to their workmen/ labours during dismantling and working at height. If any external permission from any statutory authorities or other authorizes is required for dismantling and lifting of material from the shop, that has to be obtained solely by the buyers.

***8.16 COMPLIANCE OF MUNICIPAL/CORPORATION SOLID WASTE MANAGEMENT RULES, 2016 IS TO BE ENSURED BY THE BUYER.***

**9.0 ENGAGEMENT OF LABOUR :**

**9.1** The recruitment of labour should be in accordance with the labour laws of Central Government/State Government.

**9.2** The Buyer will be required to declare the names of their authorized representative, supervisors and working force and make available register at site bearing their names, photos, designations, rate of pay, permanent and local addresses, phone nos. etc with their authorized site In-charge.

**9.3** The entry of the employees of the Buyer shall be regulated through the valid gate passes issued by the Security Officer of **HFL** on the recommendation of the General Manager In-charge at site. All rules enforced from time to time in this respect shall have to be followed by the buyer.

**9.4** The payment of wages to the labour/ staff of the Buyer will be the sole responsibility of the buyer. However, it will be obligatory on the part of the Buyer to ensure presence of the

representative of the **HFL** on the day of wages payment. In case of any dispute on payment, creating disturbances, **HFL** will have the right to intervene in the issue and go through the wage/ pay register of the Contractor, if necessary, to decide the conflict/issue and the decision shall be binding on the buyer.

**9.5** The Buyer shall have to follow all other statutory obligations from time to time as per labour laws enforceable in the **State of TELANGANA**.

**9.6** The buyer shall not deploy any labour less than 18 years of age for any of the above work at the Plant of **HFL, TELANGANA**.

#### **10.0 MINIMUM WAGES :**

The buyer shall pay not less than minimum wages to the labour engaged by him on the work. Minimum wages means the wages prescribed by the State or Labour Department of the District or place in which work is done.

#### **11.0 INDEMNITY DAMAGES AND INSURANCE**

**11.1** The Buyer shall indemnify **HFL** for all acts / commissions or omissions of their Engineers/officials, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered from **HFL** during execution of the work. An indemnity bond to this effect in the format approved by **HFL** will be submitted by the contractor before start of the work.

**11.2** The Buyer shall also indemnify **HFL** against payment under the workman's compensation act., which **HFL** may suffer, sustain or be in any way subjected to be reason of injuries to the Buyer's or the **HFL**'s employees, or other person or damage to the property of any person or corporation arising out of or resulting from the performance of the work of this contract.

**11.3** Workmen's compensation policy shall contain waiver of the insurer's right under the workmen's compensation law to recover from the owner compensations and other expenses paid for any injury to or death of any employee of the purchaser which is performing be covered by the contract.

**11.4** The Buyer shall pay all costs and maintain throughout the period of the contract, public liability and property damage liability insurance with the following coverage:-

- Public liability limits for bodily injury or death not less than **Rs.1,00,000/-** per person and **Rs. 2,00,000/-** for each accident.
- Property liability limit for each accident not less than **Rs.1,00,000/-**

**11.5** The owner shall have the right at any time to require public liability insurance and property damage liability greater than those specified in sub-sections (11.4) above. In any such event, the additional premiums payable solely as the result of such increase in insurance shall be added to the contract sum.

**11.6** In addition, the purchaser is fully responsible for all the equipment and material for damage or loss from any cause during transition and/ or while in custody of Buyer at his works site until his complete work is formally accepted by **HFL**.

**11.7** The Buyer shall submit insurance policy for entire duration of contract for “Dismantling of machinery under CONTRACTOR’S ALL RISK POLICY favouring **HFL** and be handed over to site in-charge before start of work at Site.

**11.8** The Buyer must submit to the Site-in-charge a certificate in duplicate, from the Insurance Company covering each type of insurance, stating that none of the issued policy will be cancelled without the written consent of **HFL** Site-in-charge. The Buyer shall name **HFL** in each policy in addition to himself as the insured. Selection of the Insurance Co. shall be with the approval of **HFL** from amongst the Govt. insurance companies (The New India Assurance Co. Ltd. / Oriental Insurance Co. Ltd. / National Insurance Co. Ltd / United Insurance Co. Ltd.)

**12.0 PROVIDENT FUND / ESI REGISTRATION:**

The successful bidder will be required to furnish the provident fund code number in respect of provident fund contribution by the firm against the wages to their employees deputed for work and should also be registered under ESI as per statutory Act / Rules. The successful bidder has to submit copy of challan for depositing contribution to these agencies along with his bill to General Manager in-charge, if applicable, every month.

**13.0 SAFETY :**

**13.1** No work of dismantling will be allowed unless a valid safety permit to work for the particular job/section is issued by the authorized representative of **HFL** and duly countersigned by the representative of the Buyer’s Safety Officer. The Buyer’s Supervisor in whose name the permit to work is issued shall be responsible to supervise the job in person, ensure its smooth performance and his presence at site during the work shall be deemed compulsory. The permits to work are to be renewed daily before starting the job for which safety permit to work has been issued. The safety permit to work has to be returned to the authorized representative of **HFL** every day.

**13.2** The Buyer shall be responsible to follow safety instructions as per the safety permit issued to him and other safety regulations of **HFL** / State Govt. and will ensure that no accident or damage to either man or machine inside the Plant of **HFL, Plant** premises takes place. Any loss/ accident on this score will be dealt in accordance with the Factory rules and Buyer shall be liable for the same.



**13.3** Any loss/damage caused to the property of the **HFL** has to be made good by the Buyer as per the assessment of the Committee constituted by the **HFL** management whose decision shall be final and binding on the buyer.

**13.4** Gas cutting work to be carried out by the Buyer in the course of dismantling work etc. will be allowed only under the supervision of the Buyer's supervisory personnel who will ensure that all safety precautions have been taken including; those for prevention of fire in and around the area.

**14.0 LABOUR/ HEALTH/ SAFETY CONDITIONS :**

**PROVISIONS OF WORKMEN COMPENSATION ACT:**

**14.1.** In every case in which, by virtue of the provision of Sec. 12, Sub-Sec.(i) of the Workmen Compensation Act,1923 or any other law for the time being in force, if **HFL** is obliged to pay compensation to a workman employed by the Buyer in execution of the works, **HFL** is entitled to recover from the buyer the amount of the Compensation so paid, and without prejudice to the rights of **HFL**. Under Section -12, Sub-section (2) of the said Act or any other law for the time being in force, except on written request of the Buyer and upon his giving to **HFL** full security for all costs for which **HFL** might become liable in consequence of the contesting such claim.

**14.2** In addition to the above, in the event of death of the Buyer's employee while on duty, an immediate ex-gratia payment of Rs. 10,000/- (Rupees Ten Thousand only) should be paid by the Buyer to the dependants of the employee. In case the Buyer fails to pay such amount, as mentioned above, the **HFL** management may pay the amount to the deceased employee's dependent and recover the amount from the buyer.

**14.3** It shall be the responsibility of the buyer to fulfill all statutory obligations in respect of labor laws and therefore, shall keep **HFL** indemnified for all the consequences in case of any default of any kind in this regard.

**15.0 SERVICES TO BE RENDERED BY HFL WITHIN THE PREMISES:**

Electricity up to a specified point at Buyer's site office (on chargeable basis), if required and requested for, may be provided at the sole discretion of **HFL**. Any extension of the electric line from the specified point has to be done by the Buyer with the approval of **HFL**, under the supervision of a competent person having Supervisory Competence certificate. If Buyer has to utilize electricity of HFL, Electrician Charges to be paid to HFL.

**N.B.** All arrangements of dismantling, removal, loading and transportation of the sold material have to be made by the buyer himself. **HFL** does not take any responsibility for providing capacity oxygen/ DA cylinders or any other consumables to the Buyer for dismantling job.

## 16.0 JURISDICTION:

The Contract shall in all respect be construed and operated as an Indian Contract and in accordance with the Indian laws in force and is subject to the exclusive jurisdiction of **Hyderabad Courts.**

## 17.0 ARBITRATION :

**In the event of any dispute and/or difference arising between the Purchaser /Buyer and/or their Agent/Seller as to the construction, interpretation and or execution of the contract and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the Sole Arbitration of the Chief Executive of the Principal for a Company registered under the Companies Act. in case of a PSUs; the Head of the Department in case of a Govt. Department. Ordnance Factory Board Units/Defence Units, who may act himself or nominate in his stead any officer subordinate to him or of MSTC being not below the rank of General Manager/Director in the Govt. Dept. who shall act as the Sole Arbitrator. The provisions of the Indian Arbitration Act. 1996, and the Rules there under shall apply to such Arbitration The award passed by such Sole Arbitrator shall be final and shall conclusively bind all the parties.**

## 18.0 CONTACT DURING EXECUTION OF WORK :

Throughout the contract period, buyer shall keep his mobile phone (which buyer has intimated at the time of start of work) in active/operative condition. Further, mobile phone contact number of the site supervisor may also be intimated at the time of start of work and his mobile may also be kept in active/operative condition throughout the contract period. In case, under some emergency, contact could not be maintained on these intimated mobiles, under those circumstances, **HFL** will recover Rs. 500/- per mobile per day till the mobile contact is again made active / alternate mobile number is provided to site-in charge.

## 19.0 MATERIALS/ ITEMS WHICH ARE UNDER SALE/ DISPOSAL

- 1) Detailed List of materials and items which are to be disposed is tentative and the same is to be considered on "**as is where is**" basis at Plant site.
- 2) The list of items in water supply system, sewerage system, power supply systems which are marked as '**RED CROSS**' OR non-disposable and these items are '**NOT FOR SALE**'.
- 3) Loose Debris generated during dismantling of the equipment / other items is to be removed by the Contractor.

- 4) All applicable Taxes & Duties (Incl. Building & Other construction works cess act.) are payable by the Buyer.
- 5) Items marked as 'NOT FOR SALE' means 'NOT FOR SALE'.

**20.0) BLACK-LISTING :**The Seller and/or MSTC reserve the right to black-list, debar any bidder/buyer due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such bidder/buyer in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the bidder/buyer pursuant to the e-auction, provided however, that the Seller and/or MSTC shall be obliged to allow an opportunity of being heard to such bidder/buyer before any order of black-listing/debarment could be passed. Any such order of black listing/debarment that may be passed by the Seller and/or MSTC shall be without prejudice to other right of actions available to the seller and/or MSTC against the bidder/buyer under the e-auction terms and conditions.

**21.0) FORCE MAJEURE:** Seller/Principal shall not be liable for any failure or delay in performance due to any cause beyond their control including fire, floods, strikes, go-slow, lockout, pestilence dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, government actions, civil commotion, breakdown of machinery, shortage of labour, acts and demands or other cause conditions beyond control of aforesaid courses or not and the existence of such cause or consequences may operate at the sole discretion of Seller/Principal to extend the time of performance on the part of the Seller/Principal by the period as may be necessary to enable Seller/Principal to effect performance after the cause of delay will have ceased to exit. The provisions aforesaid shall not be limited or abrogated by any other terms of the e-auction whether printed or written.

**22.0) CAVEAT EMPTOR:**

- i). The quantity, quality, measurement and condition of the materials indicated are all approximate. Participation and bidding by anyone in this sale shall be treated as conclusive evidence of the fact that the party has inspected the materials offer for sale and satisfied himself in all respect regarding quantity, quality, measurement, weight and condition of materials, taxes and duties, local working condition and other extraneous factors and principle of Caveat Emptor (let the buyer beware) will apply.
- ii). HFL/MSTC does not give any warrantee or guarantee for the quality, chemical composition of the lot or about the end use or fitness for a particular purpose. The break ups of the quantities given in the material list are only indicative and without any guarantee. No complaint whatsoever about any shortage shall therefore be entertained.