



Deepak Fertilisers And Petrochemicals Corporation Limited
Taloja

ONLINE AUCTION SALE OF COMPANY OWNED VEHICLES AT TALOJA WORKS



Online Auction platform and Support Services Provided By:
MatexNet Pvt. Ltd.
711 / 712, Commodity Exchange Building,
Plot no: 2, 3 & 4, Sector-19, Vashi, Navi Mumbai-400705.
Ph # 32579884/ 85/ 86; E Mail: mumbai@matexnet.com

Please visit www.matexnet.com before bidding for additional information.

MatexNet Pvt. Ltd. is an authorized e-commerce service provider for **DFPCL** to obtain rates online through its portal www.matexnet.com. The sale and purchase are directly made by the Seller and buyer/s (Bidder/s). **DFPCL** will sell Automobiles through Online Auction subject to terms and conditions annexed hereto and as per schedule of program given below.

Schedule of Program:-

Inspection of automobiles & Location	Till 30th January 2012. Time: 10.00 A.M to 4.00 P.M. (Except Sunday & Holidays) at Deepak Fertilisers & Petrochemicals Corpn. Ltd.; Plot K-1-8 Taloja Ind. Area.Taloja MIDC
On-Line Auction	31 st January 2012 Time: 03:00 pm to 03:45 pm
EMD Details	As per list below in the form of DD / PO favoring “ Deepak Fertilisers & Petrochemicals Corpn Ltd. ”- payable at MUMBAI . Refer automobile List.
Last date for the EMD & Documents collection	30 th January 2012 Till 5:00pm
Acceptance / Rejection of H1 bids by Seller.	Within 10 days (excluding the date of the auction).
Matexnet Yearly Membership Fee (Optional & Non refundable) for non registered member only.	Rs.5515/- by DD/PO in favour of MatexNet Pvt. Ltd payable at Mumbai .

Contact details:

<u>Deepak Fertilisers & Petro chemicalsCorpn. Ltd.</u> Plot K-1-8 Taloja Ind. Area.Taloja Mr. Aniruddha S. Lonikar Ph. 022 -67684129 E-Mail: aniruddha.lonikar@dfpcl.com	<u>MatexNet Pvt. Ltd.</u> Mr. Shreeram / Mr. Dattatray Help desk: 022-32579884/5/6 Email:- mumbai@matexnet.com /
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Earnest Money Deposit(EMD): All bidders have to pay an EMD of Rs. 15000/- per lot or collective EMD of Rs. 50000/- for all lots as per the Automobile list payable to Deepak Fertilisers and Petrochemicals corp. Limited through DD payable at mumbai to participate in the online auction. EMD DD can be deposited at Matexnet Pvt Ltd or Deepak Fertilisers offices.

Special Conditions:

DFPCL will allow its employees to participate in the auction subject to compliance required as a bidder. If DFPCL employee, is successful bidder in auction then appropriate perquisite tax will be charged as per income tax rules and regulations beside applicable taxes such as VAT etc. Employees from commercial, finance and accounts departments across DFPCL are not permitted to participate in this auction.

Detailed Automobile list is at the end of catalogue

Price details: Bid for BASIC RATE

Unit of measurement – Lot

Tax details – For non DFPCL employees Excise, VAT extra at actuals to be Borne by successful bidders.

Only for DFPCL employees Excise, VAT and perquisite tax extra at actuals to be Borne by successful bidders.

EMD by Demand Draft / Pay Order on any Scheduled / Nationalized Bank /Scheduled Co-operative Banks Only.

Sales Tax and Turn over Tax will be borne by the successful bidders. Your rates should be exclusive of these Taxes

TERMS & CONDITIONS OF THE ONLINE AUCTION

Definitions

➤ **SELLER:** -Seller referred in this catalog, is **DFPCL**

➤ **SERVICE PROVIDER:** MatexNet Pvt Ltd (hereinafter referred to as “MatexNet”) is an e-commerce service provider appointed by the seller to facilitate virtual auction by the seller. MatexNet 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 MatexNet and who makes or places a bid for and purchases the auction property either in part or in full is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate Earnest money deposit. Successful Bidder is that Bidder in whose name confirmation of sale is issued by the seller.

1.0 GENERAL TERMS & CONDITIONS

1.1 Subject to the reserve price, if any, fixed by the SELLER and subject to the term 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 automobiles and who have not been previously blacklisted by **DFPCL** and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. 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/MatexNet will not entertain any complaints or objections once Bid is placed.

1.4 Seller./MatexNet 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 particular 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 there of. 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 on account 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, seller / MatexNet reserves the right to debar such bidder from participating in any future auction conducted by MatexNet on behalf of seller.

2.0 Disclaimer

2.1 MatexNet runs its business on the basis of a robust Web Site. However MatexNet is outsourcing server space from a third party hosting company and hence shall ensure the smooth running in all good faith and intention. However MatexNet 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 MatexNet directly or indirectly affecting online method of Bidding.

2.2 MatexNet takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless. MatexNet from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall MatexNet be liable for any loss for the transactors 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 MatexNet 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 etc. Since MatexNet does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the automobiles as a part or as a whole does not violate any applicable law. MatexNet 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. MatexNet Pvt. Ltd. shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.

2.3 The Seller/Bidder agrees to limit the liability of MatexNet Pvt. Ltd. to them for any and 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 MatexNet 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 any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

2.4 Bidders/Seller may note that any payments by DD or cheque or any other means towards EMD/Security Deposit or other purposes received by MatexNet on behalf of Seller/Bidder shall be handled in good faith and intention. However MatexNet shall not be responsible for the loss of the DD/Cheque from its custody due to reasons beyond its control such as fire, theft, burglary, loss in transit, accident, war, riots, civil commotion, any terrorist activity, any natural calamity, adverse weather and climatic conditions etc.

3.0 PARTICIPATION

3.1 The prospective bidder has to register with the MatexNet by submitting the KYC form duly filled and signed along with self attested copies of their PAN Card, valid VAT registration certificate (if available), 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) for each lot separately or for all lots as prescribed. (Refer Details of Auction Property for Lot-wise EMD) by Demand Draft / Pay Order on any Scheduled / Nationalized Bank /Scheduled Co-operative Banks Drawn in favour of “**Deepak Fertilisers & Petrochemicals Corpn Ltd.**” payable at Mumbai. It has to be submitted directly to any office of MatexNet (see details of MatexNet’s Offices in www.matexnet.com). CASH WILL NOT BE ACCEPTED.

3.2 Duly filled Declaration Form to be submitted along with visiting card at any of the offices of MatexNet along with Earnest Money Deposit (EMD).

3.3 On completion of the registration process and payment prescribed of EMDs outlined in 3.1 above, seller/MatexNet will activate the User – Identity to enter into Website www.matexnet.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 MatexNet offices. Under any case SD/EMD shall not bear any interest.

4.0 CONDITIONS APPLICABLE TO “ONLINE” AUCTION

4.1 **Validity:** The Online auction bidders must keep their bids valid for a period of 45 **calendar days** from the date of closing of e-Auction excluding the date of closing. In case the **45th day** falls on a holiday or remains closed for the seller, such Bids will be deemed to be automatically extended to be valid up to the next working day of seller.

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:** MatexNet 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 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.

4.5 **Auto Bid :**

a. Auto Bid facility is provided for bidders intending to place a maximum value for a lot/lots.

b. Auto bid is not a confirmed bid. It is only the maximum ceiling amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is out bidden, upto the ceiling set by him.

c. Once auto bid is set, the auction engine will consider the ceiling amount for the next possible Bid only, depending on the highest bid prevailing at that point of time and the increment amount prescribed for that particular lot.

d. Bidders may please note that in the event of a manual bid amount matching that of auto bid, the manual bid will prevail and be considered.

5.0 **Payment**

5.1 All payments shall be made in the form of Demand Draft/Pay order issued by any Scheduled / Nationalized Bank in favour of **Deepak Fertilisers & Petrochemicals Corpn Ltd** payable at **Mumbai**.

5.2 Sales Tax and Turn over Tax will be borne by the successful bidders. **Your rates should be exclusive of these Taxes.** In the case/s where the rates are quoted without

mentioning the tax payable extra (by the bidders) the rate quoted will be considered as Net of Tax and the Tax will be considered extra payable by the bidder for evaluation. Non acceptance of this will lead to the forfeiture of EMD of such party/parties.

5.3 On confirmation of bids, the Highest bidder should pay the total transaction value (including Taxes & duties) by DD within 04 working days. The Sale Order will be released only after receipt of prescribed amount. (Transaction value means Basic+sales tax + turn over tax or any applicable tax). The EMD will be kept as Security Deposit. The Security Deposit shall be refunded after satisfactory execution of Contract.

5.4 In the event of the failure of the Purchaser (H1 Bidder) by way of a default in payment of the automobile 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, DFPCL reserves the right to dispose the automobile and the said buyer will have no claim whatsoever. EMD of H1 and H2 bidder will be retained by DFPCL for a period of 45 days from the date of delivery of vehicles.

6.0 DELIVERY

6.1 On receipt of full Sale Value along with applicable ED/VAT/ Sales Tax/TCS & other Charges by the Seller, the Seller will issue final Sale/ Delivery / Release Order to the Buyer thereby enabling him to lift the automobiles within 07 working days between 10 am to 5 pm

6.2 In order to facilitate **DFPCL** to complete the transaction **before 5:00 P.M.** the automobile should be collected before 5 **P.M. on** any working day with prior appointment of the concerned department during the stipulated delivery days (except Sundays & Holidays) Please contact respective person for co-ordination. Successful bidder should ensure that the automobile clearance is as per the seller's instructions.

6.3 The delivery of the automobile will be in the presence of and after the approval / authorization of **DFPCL**.

6.4 The successful bidder will make his own arrangement for taking away the automobile from the said premises and he will not claim any sort of assistance whatsoever or charges from the company.

6.5 In case seller is unable to deliver the automobile 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.

6.6 If the automobile sold 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 automobile may be removed at the risk and cost of the buyer.

6.7 Should the original purchaser wish to take delivery of the automobile 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 purchaser 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.

6.8 Once the automobile / automobiles are taken out of the factory gate, purchaser will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of automobile etc.

6.9 Resale / Sale in transit will not be recognized. The purchaser shall not be entitled to resell while automobile are still lying within the premises of the seller and no delivery would be effected by the seller to any person other than the Purchaser whose names are mentioned in the sale order/Delivery order.

6.10 Purchaser and his men are subject to the security rule of seller in force while in the seller's premises. The purchaser/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 purchaser 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.

6.11 While taking delivery of the automobile, the Purchasers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the purchaser 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 automobile till payment is made.

6.12 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.

6.13 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.

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

6.15 The buyer shall not be entitled to resell the automobile are lying in the premises of the **DFPCL** and no delivery would be effected by the **DFPCL** to any person other than the buyer.

6.16 Disposal of automobile is to be done against advance DD from nationalized banks only.

6.17 While taking delivery to vehicles the person who has signed the tender should come for collection of the vehicle or send his authorised representative whose specimen signature is duly attested by him

6.18 The successful bidder after taking delivery of the vehicle will complete transfer formalities and submit one set of duly attested copy of R.C. & T.C. book within one month; indicating the person in whose name the vehicle has been transferred. The E.M.D. of such party will be refunded only after submission of above documents. The E.M.D. will be stand forfeited in the event of failure to submit documents within one month after taking delivery of vehicle.

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 **DFPCL**. 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 with regard to not taking possession / non-availability of inspected Auction Property etc. and forfeiture of 'EMD', MatexNet will not be held responsible for the loss / forfeiture.

8.0 Termination of Contract -

DFPCL 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 **DFPCL** for termination of the contract.
- Non fulfillment of submission of statutory details, excise & sales tax compliance before dispatch of automobiles.

9.0FORCE 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 of time 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.

DECLARATION

DATE: _____

To
Deepak Fertilisers And Petrochemicals Ltd.
Taloja

Dear Sir,

1)I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the online auction catalog for Sale including the disclaimer clauses and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the online Auction for sale of automobile Items by **DFPCL**.

2)On confirmation, the I/We, the bidder/s will lift the automobile as directed by the Seller.

3)I/We further declare that I/We intend to purchase the above-referred automobile from **DFPCL**. for our own use/business and that the information revealed by me/us in this acceptance form is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the seller and the seller will be at liberty to annul the offer made to me/us at any point of time.

4)I/We also agree that after my/our offer/bid placed by me/us for purchase of the automobile is accepted by XYZ Co. and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions of the auction catalog and offer letter, the Earnest Money Deposit and any other monies paid by me/us along with the tender and thereafter, are liable to be forfeited by the seller and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by **DFPCL**.

5)The decisions taken by representatives of **DFPCL**. shall be binding on me.

6)I also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.

7)I note with due care that the Matexnet shall be making the announcements of correction with the consent and knowledge of **DFPCL**. and MatexNet shall not be liable for these last minute change.

USER ID (if exists) _____

Person / concern / firm / company in whose name the automobile is/are to be purchased

Contact Person(s) _____

Designation _____
(In case of company/firm, give, in addition, names of key Directors/ Partners)

Address _____

Sales Tax / VAT Registration No. / TIN No. _____

Phone No. _____ **Mobile No.** _____ **Fax No.-** _____

E-Mail _____

Are you familiar with e- Auction/online bidding? YES/NO

If NO, attending a Mock e-Auction with prior appointment is mandatory. And in an event the Mock e-Auction is not attended, NO COMPLAINTS will be entertained.

LOT No.	DD/PO No.	Bank Name	Branch	Dated	EMD Amount

Signature of Authorized Signatory with Name and Seal.

Lot No.	Car Make	Model Year	Reg. no.	Chassis No.	Engine No.	Speedo Reading	RC Status	Insurance Status	Music System Console	PUC	EMD Rs.
1	Maruti Esteem VXI	01/02/07	MH-06-AF-8574	MLAN51BR8MO50669	G4HG8M399091	109092	Yes	01/07/12	No		15000/-
2	Maruti Esteem VXI	01/08/07	MH-06-AN-0572	MA3EB41S00486807	G13BBN384410	67606	Yes	01/07/12	yes		15000/-
3	Tata Indica	01/08/07	MH-06-AN-0516	600621CSZP39582	475S156CSZP38436	45400	Yes	01/07/12	No	No	15000/-
4	Tata Indica Xeta GLG	01/08/07	MH-06-AN-0520	600621HSZPB9007	475S56HSZPB6630	23000	Yes	01/07/12	yes		15000/-
5	Honda City	01/10/07	MH-06-AN-1803	N 401848	30128033	105857	Yes	01/07/12	yes	valid	15000/-