

ಚಾಮುಂಡೇಶ್ವರಿ ವಿದ್ಯುತ್ ಸರಬರಾಜು
ನಿಗಮ ನಿಯಮಿತ
(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸ್ವಾಮ್ಯಕ್ಕೆ ಒಳಪಟ್ಟಿದೆ)
ನಿಗಮ ಕಾರ್ಯಾಲಯ, ಖರೀದಿ ಶಾಖೆ
ಚಾವಿನಿನಿ, ಮೈಸೂರು-570017
Telephone No: 9448994705



**CHAMUNDESHWARI ELECTRICITY
SUPPLY CORPORATION LIMITED**
(Government of Karnataka Undertaking)
Corporate Office, Procurement Section,
CESC, Mysuru-570017
Website: www.cescmysore.org
E-mail ID: gmpurc@cescmysore.org

Company Identity Number (CIN): U40109KA2004SGC035177

E-Auction Document

I. Brief Discreption:

On behalf of **Chamundeshwari Electricity Supply Corporation Limited**, (CESC), **General Manager (Procurement)**, Corporate Office, #29, Vijayanagara 2nd Stage, Hinkal, Mysuru – 570017 is conducting e-auction for Sale of SCRAP Vehicles on **“AS IS WHERE IS BASIS”** at various Divisional Stores in Mysore O&M Circle, CESC, Mysuru . The details are as below;

- 1. Item wise EMD** details are as given in e-procurement portal and shall be paid through Karnataka e-procurement portal only.
- 2. Inspection of scrap** at respective Divisional Stores shall be done during the working
- 3. Last Date of Submission** of Bid Documents: **As mentioned in e-portal.**
- 4. Evaluation of Bid Documents: As mentioned in e-portal.**
- 5. Date and Time of e-auction:** As mentioned in e-portal.
- 6. Details of Scrap Vehicles and Contact Details of Divisional Stores** is as below;

| Sl.No | Division | Vehicle type | Reg No | Floor price finalized in Rs | Store officer number |
|-------|-----------------|--------------|--------------|-----------------------------|----------------------|
| 1 | Arasikere | Lorry | KA 02 5787 | 50000 | 9449598544 |
| 2 | Arasikere | Lorry | KA 13 A 90 | 50000 | 9449598544 |
| 3 | Chamarajanagara | Lorry | KA 02 3892 | 367200 | 9449598542 |
| 4 | Chamarajanagara | Lorry | KA02A9175 | 479304 | 9449598542 |
| 5 | Chamarajanagara | Lorry | KA 02 9963 | 53256.6 | 9449598542 |
| 6 | CRPattana | Jeep | KA 02 M 1150 | 20000 | 9449598520 |
| 7 | CRPattana | Jeep | KA 13 M 2053 | 20000 | 9449598520 |
| 8 | H.N.Pura | Jeep | KA 13 M 2765 | 20000 | 9449598520 |
| 9 | H.N.Pura | Lorry | CAA 5467 | 50000 | 9449598598 |
| 10 | H.N.Pura | Lorry | KA 02 6737 | 50000 | 9449598598 |
| 11 | H.N.Pura | Lorry | KA 02 A 1194 | 50000 | 9449598598 |
| 12 | H.N.Pura | Lorry | KA 02 9970 | 50000 | 9449598598 |

| | | | | | |
|----|-------------|-----------------------|--------------|----------|------------|
| 13 | Hassan | lorry | KA 13 A 3921 | 120000 | 9449598597 |
| 14 | Hassan | lorry (crane) | KA 01 C 4836 | 290000 | 9449598597 |
| 15 | Hassan | lorry | KA 13 7184 | 225000 | 9449598597 |
| 16 | Hassan | lorry | KA 02 A 1049 | 200000 | 9449598597 |
| 17 | Hassan | lorry | CAA 5759 | 145000 | 9449598597 |
| 18 | Hunsur | Lorry | CAA 4830 | 50000 | 9449598554 |
| 19 | Hunsur | Lorry | KA 02 4510 | 50000 | 9449598554 |
| 20 | K R Nagara | Lorry | KA 02 4602 | 50000 | 9448283391 |
| 21 | K R Nagara | Lorry | KA 02 A 7901 | 50000 | 9448283391 |
| 22 | K R Nagara | Lorry | MYA 1047 | 50000 | 9448283391 |
| 23 | Kollegal | Jeep | KA 02 M 3183 | 20000 | 9480841185 |
| 24 | Kollegal | Jeep | KA 02 M 6414 | 20000 | 9480841185 |
| 25 | Kollegal | Jeep | KA 02 M 331 | 20000 | 9480841185 |
| 26 | Maddur | Jeep | KA 02 M 2548 | 47276 | 9480841185 |
| 27 | Maddur | Lorry | KA 02 5303 | 50000 | 9449598525 |
| 28 | Maddur | Lorry | KA 11 3469 | 50000 | 9449598525 |
| 29 | Maddur | Lorry | KA 02 A 0267 | 50000 | 9449598525 |
| 30 | Maddur | Lorry | KA 09 9930 | 50000 | 9449598525 |
| 31 | Madikeri | Jeep | KA 02 M 1861 | 20000 | 9449598541 |
| 32 | Madikeri | Matador Van | MER 5529 | 20000 | 9449598541 |
| 33 | Madikeri | Jeep | KA 12 9376 | 20000 | 9449598541 |
| 34 | Madikeri | Jeep | KA 02 M 5149 | 20000 | 9449598541 |
| 35 | Madikeri | Lorry | KA 02 A 8240 | 53256.6 | 9449598541 |
| 36 | Madikeri | Lorry | KA 02 2736 | 50000 | 9449598541 |
| 37 | Madikeri | Jeep | KA 01 N 2159 | 20000 | 9449598541 |
| 38 | Madikeri | Lorry | KA 02 6736 | 50000 | 9449598541 |
| 39 | Madikeri | Lorry | KA 02 A 263 | 418724.1 | 9449598541 |
| 40 | Mandya | Jeep | KA 02 M 7449 | 20000 | 8277883833 |
| 41 | Mandya | Jeep | KA 11 M 962 | 20000 | 8277883833 |
| 42 | Mandya | Lorry | KA 02 A 1193 | 50000 | 8277883833 |
| 43 | Mandya | Mini Lorry | KA 11 8501 | 50000 | 8277883833 |
| 44 | N.R Mohalla | Truck & Trailer | MED 2559 | 20000 | 9448994715 |
| 45 | N.R Mohalla | Metodor Van | KA 02 8195 | 40000 | 9448994715 |
| 46 | N.R Mohalla | LORRY (CRANE) | KA 02 A 9325 | 50000 | 9448994715 |
| 47 | N.R Mohalla | LORRY (BASKET CRANE) | KA 01 9820 | 50000 | 9448994715 |
| 48 | N.R Mohalla | Lorry | KA 02 9965 | 50000 | 9448994715 |
| 49 | N.R Mohalla | Lorry | KA 09 9540 | 50000 | 9448994715 |
| 50 | N.R Mohalla | Lorry | KA 09 A 687 | 50000 | 9448994715 |
| 51 | N.R Mohalla | Lorry | MYA 7670 | 50000 | 9448994715 |
| 52 | N.R Mohalla | van | CAA 4991 | 40000 | 9448994715 |

| | | | | | |
|----|-------------|------------------------|--------------|----------|------------|
| 53 | N.R Mohalla | Hindustan Diesel truck | KA 02 M 603 | 50000 | 9448994715 |
| 54 | N.R Mohalla | lorry | MYS 8779 | 50000 | 9448994715 |
| 55 | Nagamangala | Jeep | KA 11 M 755 | 20000 | 9480816902 |
| 56 | Nagamangala | lorry | KA 02 A 7886 | 50000 | 9480816902 |
| 57 | Nagamangala | lorry | KA 54 0260 | 50000 | 9480816902 |
| 58 | Nanjanagudu | Jeep | KA 02 M 1746 | 20000 | 9448994718 |
| 59 | Nanjanagudu | Jeep | KA 02 M 8843 | 20000 | 9448994718 |
| 60 | Nanjanagudu | Jeep | KA 02 M 8818 | 20000 | 9448994718 |
| 61 | Nanjanagudu | Lorry | KA 09 A 9651 | 60500 | 9448994718 |
| 62 | Nanjanagudu | Lorry | KA 02 A 9172 | 60378.58 | 9448994718 |
| 63 | Nanjanagudu | Lorry | KA 02 A 7033 | 50000 | 9448994718 |
| 64 | Pandavapura | Jeep | KA 02 M 3654 | 20000 | 9449598596 |
| 65 | Pandavapura | Jeep | KA 02 M 8690 | 20000 | 9449598596 |
| 66 | Sakleshpura | lorry | CAA 6867 | 50000 | 9480810365 |
| 67 | Sakleshpura | lorry | CAA 5175 | 50000 | 9480810365 |
| 68 | Nanjanagudu | Lorry | KA 09 9668 | 60378.46 | 9448994718 |
| 69 | Nanjanagudu | Lorry | CAA 1446 | 50000 | 9448994718 |
| 70 | VV Mohalla | Lorry | KA 02 8688 | 50000 | 9448994842 |
| 71 | VV Mohalla | Lorry | KA 02 114 | 50000 | 9448994842 |

II. Eligibility Criteria:

| Sl · N o | Qualifying Requirements | Documents to be uploaded |
|-------------------------------|---|---|
| I. Technical Criteria: | | |
| 1 | The Bidder shall be individual Proprietary Firm or Partnership Firm or Company Registered under Companies Act/ Partnership Act. | <i>Registration Certificate/ SSI Certificate / license issued by the Commerce and Industries Department or any other Govt. Statutory Authority shall be uploaded.</i> |
| 2 | The Bidder should upload the scanned copies of the following statutory documents which are pre-requisite for qualifying to participate in the e-auction. (a) Income tax PAN (b) GST CERTIFICATE | <i>Relevant documents shall be uploaded.</i> |
| 3 | The Bidder shall upload a declaration stating that the firm has not been defaulted or blacklisted by any ESCOMs | <i>Self-declaration shall be up loaded. Bidder if found to be a defaulter by not paying the auction amount or</i> |

| | | |
|--------------------------------|---|--|
| | or any other Government utilities as on the date of Bid opening on Rs. 200 Stamp Paper | <i>by not lifting the materials within the stipulated period, he is liable for rejection.</i> |
| II. Financial Criteria: | | |
| 4 | The Average Annual Financial Turnover of the Bidder should not be less than the amount put to auction during the last 3 preceding financial years (2021-22, 2022-23 & 2023-24). | <i>Certified copies of audited financial statements such as P&L statement, Balance sheets for the FY 2021-22, 2022-23 & 2023-24 shall be uploaded.</i> |
| 5 | The Liquid Assets as on the date of Paper Notification or at a later date before submission of the bid , consisting of Cash at Bank+ Term Deposits + availability of fund based credit facility in any Nationalized/Scheduled Bank shall not be less than 25% of the amount put to auction . If the Bidder has banking with more than one bank, then the available liquid assets balance mentioned above on a particular date i.e., on the date of Paper Notification or any date before submission of bids shall be the same for all the banks | <i>The cash at bank, bank deposits and availability of fund based credit facilities shall be supported by a certificate issued in the prescribed format by Nationalized/ Scheduled Bank with whom the Bidder has banking facilities.</i> |
| III. General Criteria: | | |
| 6 | Any Bidder from a country which shares a land with India will be eligible to bid in this auction only if the Bidder is registered with the Competent Authority. | <i>Registration certificate issued by the competent authority.</i> |
| 7 | The Bidder should furnish Pollution Control Board certificate for safe disposal, in case the materials are proven to be hazardous to environment. | <i>Certificate shall be furnished on demand by CESC</i> |

III. Instructions regarding e-procurement:

1. The bid is to be quoted online through e-auction in the Government of Karnataka e-Procurement platform www.eproc.karnataka.gov.in only.
2. Bidders, who have not registered in the e-procurement portal, may do so by registering through the above website. A non-refundable Tender processing fee as determined by the e-procurement platform shall be payable electronically by the Bidders at the time of submitting Bids.
3. The Bidders can access bid documents on the web site and participate in the e- Auction within the stipulated time and date as per auction notice details through e-portal only.
4. The Bids along with requisite documents shall be submitted through e-Procurement portal and the Bidders are requested to familiarize themselves with the procedure of E-Procurement thoroughly before submission of Bids.

5. Bidders shall attach original scanned copies of all the certificates pertaining to the qualifying requirements as mentioned in the **Eligibility Criteria** and any other certificates as required in the tender, which are mandatory. The Bidders shall furnish the original certificates for verification whenever required to the CESC authorities, failing which the Bidder will be disqualified.
6. Mere issue/downloading of Bid Document does not qualify any Bidding firm for appointment. The Bidders who does not comply with the eligibility Criteria mentioned in the Tender Notification/Bid document will be rejected.
7. The submission of Bidders implies that they have read and understood the contents of Tender Notification and the Bid document.
8. Conditional bids, incomplete bids, bids without EMD, bids not properly uploaded and bids submitted late will be rejected.
9. Date and time-stamp of the portal shall be final in deciding the time and date of submission of bid through e-Auction. Decision of the Company in this regard is final and must be accepted by all the Bidders.
10. **The Bidders shall quote in Indian Rupees only, excluding applicable taxes.**
11. The Bidder shall upload documents to satisfy qualifying requirements, EMD, Declaration form, proof of address wherever necessary, pollution controls board authorization /certificate whenever required and other statutory requirements.
12. The **EMD** furnished by the Bidders will be forfeited in case the Bidder withdraws the offer during the validity or violates any clause stipulated in the bid.
13. The prospective Bidders shall upload all the relevant documents along with the bid.
14. The validity of the bid shall be 180 days from the date of e- Auction.
15. The Authority reserves the right to accept/reject all or any of the Bids without assigning any reasons.
16. **Corrigendum / Modification / Corrections, if any will be published in the e-portal website only, for any clarification on e-procurement, request for e-procurement training, Bidders can contact HELP DESK at +91-8046010000, +91-8022631200, 080-22230960, 22234115.**
17. The declaration given by the Bidders is found false on verification, the offer of such Bidder will be discarded and not considered for evaluation and legal action will be initiated against such Bidder who has submitted the false declaration.
18. Any information furnished by the bidder is found to be false at any stage of the auction, the offer of such bidder will be discarded and legal action will be initiated against such Bidder

19. Bidders who have submitted the offer and becomes H1 on evaluation, defaults in non-payment of the Sale Order Amount at the quoted rate/Negotiated Rate within the schedule time as stipulated in the Order, such Bidders will be Black listed for a period of three years and will not be allowed for participation in the future auctions called by CESC during the blacklisted period.

Note: The above Notification is subject to changes from time to time. Prospective Bidders are requested to contact the authorized person / office indicated in the Notification for the authentic prevailing version. The Management does not take any responsibility for any consequences arising out of any acts or forbearance on the part of the third parties on the basis of the above Notification.

IV. Terms & Conditions of e-auction for sale of Scrap Vehicles.

1. The prospective Bidders have to participate in e-auction through e-portal of the Government of Karnataka only duly quoting their bid by paying the auction fees as per the e-procurement portal.
2. Scrap Vehicles listed in schedules are available at Divisional Stores for sale on "**AS IS WHERE IS BASIS**" by e-Auction.
3. The Bidders shall quote their rate for each Auction separately **exclusive of applicable taxes** in the unit for which bid is offered. The Bidders shall note the auction start time, auction end time and delta time for bidding as per Auction notice details.
4. The quantities / items indicated in the schedule are tentative and liable for variation. No claim in this regard will be entertained. All the Bidders should read the conditions of the e-auction sale carefully before participating in the e-auction. If the quantity varies between the quantity put into e-auction and existing at stores, then CESC has the right to take decision and it will be final.
5. The bid must be kept valid for a minimum period of 180 days from the date of e- auction.
6. CESC reserves the right to accept / reject any or all bids and also withdraw any items from the bid without assigning any reason and / or notice rests with CESC. In such a case, the Bidders have no right to claim any compensation.
7. CESC employees are barred both from participating in the bid and having any pecuniary interest in the sale.
8. If after the vehicle is allotted, the H1 Bidder withdraws and the Bidder fails to pay such amount inclusive of all taxes & duties, as is demanded, the EMD amount paid against the Auction will be forfeited/Bidders login will be deactivated and the vehicle will be resold at the risk of such Bidder who will have no claim to any profit that might accrue on the resale and the Bidder will be Black listed for

a period of three years and will not be considered for participation in the future auctions called by CESC.

9. No guarantee will be given for the quality and condition of the vehicle mentioned. Any Incorrect description of the vehicle in the auction notification shall not be a ground for complaint or refusal of the material once the offer of the Bidder has been accepted.
10. Various vehicles of Auction will be put to auction generally in the order notified, but the auction committee has the discretion to change that order.
11. The Bidder shall take all necessary precautions while collection, transportation and storage of the above said scrap.
12. The Bidder shall be liable for damages caused to the environment resulting due to improper handling or transport of hazardous waste and shall be liable to reinstate or restore damaged and destroyed components of the environment.
13. CESC reserves the right to review, impose additional conditions or revoke, change or alter the terms and conditions at any time.
14. The Bidder is responsible for all kinds of accidents and eventualities during the transportation.
15. The Bidder shall submit the manifest copies in Form-10 as per Hazardous & other waste (management & Trans boundary Movement) Rules, 2016 after disposal.
16. The Bidder shall ensure that the hazardous and other waste is transported in KSPCB authorized vehicle.

V. Bidding Procedure

Before participation in the e-auction, the Bidder shall go through the terms and conditions in detail and abide by them. The decision of CESC shall be final and binding on the Bidders. In case the Bidders have any doubt about the meaning of any portion of the specification in the e-auction conditions, the Bidders should clarify the matter with the Store Officer of the various stores of CESC and obtain clarification before quoting the rate in e-auction.

The Bidder shall fulfill the following conditions:

- 1. The Bidders shall quote their rate for each Auction/Item separately exclusive of all applicable taxes, in the unit for which bid is offered.**
2. Bids with stipulation for settlement of disputes by reference to arbitration are not acceptable.
3. The prospective Bidder should not coerce with any of the other Bidders to derail the healthy and competitive bidding process. Such acts entail the disqualification for participation in the tender process.
4. The prospective Bidder shall not resort to anti-competitive practices like price rigging, cartelization, ring formation or adopt unfair practices both civil and criminal, aimed at preventing other Bidders

from quoting for the bid, any act inhibits competition or any act that will be detrimental to the interest of CESC.

5. If the Bidder is found to have resorted to such practices as specified above, he and the others who act in cohesion with him will be debarred from quoting for this bid and for future bids for a further period of three years.
6. CESC reserves the right to verify any information/documents furnished by the Bidder, should the circumstances so warrant in the overall interest of CESC.
7. In case the information or the documents furnished are found to be incorrect or invalid, then the EMD paid by such Bidders will be forfeited.
- 8. For Transformer oil/Batteries disposal, Bidders should have certificates from the pollution control board.**
9. All applicable taxes such as GST and any other statutory payments shall be borne by the successful Bidder.

VI. Inspection

1. The prospective Bidders may inspect the vehicle at various stores of the CESC on working hours (10 AM TO 5PM) on any working day on or between the dates as mentioned in (I) Schedule of Events.
2. Bidders who want to visit the stores should produce the e-auction ID card/Digital Key/any ID Card issued by the Government Authorities.
3. CESC gives no guarantee or accepts any responsibility for quality/quantity/condition or for incorrect naming/description of the materials/ equipment etc. The intending Bidder should satisfy himself fully about all the above by inspecting the materials/vehicles/machineries etc.
4. The Bidder shall not disturb, damage or meddle with equipment / vehicle / any stocks during inspection or otherwise. **CESC** reserves, the right to recover the amount of such damages / losses, if any caused by the Bidder.
5. The Bidder shall be presumed to have inspected the materials/equipment/vehicles etc. detailed in the schedule before participation in the e-auction.

VII. Earnest Money Deposit Payment

1. Every Bidder who intends to participate in e-auction, has to pay **EMD amount as mentioned above** through e-Portal of Government of Karnataka using any of the following payment **modes:-**

a) *Credit Card*

- b) *Direct Debit*
 - c) *National Electronic Fund Transfer (NEFT),*
 - d) *Over the counter (OTC) (Only through designated branches of AXIS Bank)*
- 2. Bidders may note the fact that their registrations with any other authority do not entitle them to exemption from payment of EMD.**
3. The EMD of the Bidder is liable to be forfeited under the following cases:
- a) *If the Bidder withdraws from bidding or fails to lift the material within the given period.***
 - b) *If the Bidder revises any of the terms quoted during the validity period.***
 - c) *If any of the documents / information furnished by the Bidder is found to be false.***
4. Earnest Money Deposit paid by the H1 Bidders will be held till the approval of the bid by the competent authority.
5. The EMD thus held will be returned to the Successful Bidders after producing clearance certificate issued by the concerned Store Officers of the Divisions certifying that the Bidder has lifted the materials/goods as per Sale Order.
6. The H1 Bidder will be intimated about the confirmation/acceptance of his offer after the approval of the bid by the competent authority.
7. Bids without EMD are liable for rejection.
- 8. *Refund of EMD to the unsuccessful Bidders will be made after the finalization of the e-auction.***

VIII. Complete Payment

- 1. The successful bidder shall make payment in full along with applicable taxes within 30 (Thirty) days from the date of issue of the Sale Order/Intimation by CESC in case of confirmed sale, excluding the date of Sale Order/Intimation.**
2. In case, the last day of payment happens to be a Holiday for CESC or the Banking Institutions, the next working day will be considered as the day of payment without late payment charges.
3. After e-auction, the auction Committee will declare the names of the successful H1 Bidders following the e-Auction conditions.
4. For the Auctions where the offered rates by the H1 Bidders are not acceptable, the e-auction Committee will reject the sale of such Auction.
5. If the Bidder fails to remit the amount within the stipulated period, apart from forfeiting the EMD, the Bidder will be Black listed for a period of three years and will not be considered for participation in the future auctions called by CESC during the period.

IX. Penalty For Late Payment

In case of delay in payment, penalty will be levied as follows:-

1. **If the payment is not done within 30days, a penalty at the rate of 1% per week or part thereof on material value, up to a maximum of two weeks shall be payable.**
2. **In case of failure to pay sale value including taxes even after the extension period, the EMD will automatically be forfeited and the material will again be e-auctioned at the Bidder's risk and cost. Such Bidder will be Black listed for a period of three years and will not be considered for participation in the future auctions called by CESC during that period.**

X. Sale of Materials/Machinery/Vehicles

1. The successful Bidder will not be permitted to bring any dealers or merchants for inspection of the Vehicles for further examination of the Vehicle in the stores premises after the auction is finalized. Resale will not be entertained.
2. The Vehicle will be handed over only to the successful Bidder or his authorized representative whose specimen signature is attested by the successful Bidder. No weighing or counting will be permitted for resale among the purchasers themselves within the CESC Store premises.
3. No picking up or choosing or sorting, cutting dis-assembling or breaking up of Vehicle will be allowed. The Vehicles will be offered for delivery at the respective locations on **'AS IS WHERE IS CONDITION'**. They should be removed from the place by the purchaser at his own cost during working hours only and no assistance whatsoever in removing the Vehicles will be extended by CESC and they should also abide by the CESC rules and regulations.
4. Where the scrap is sold by weight, if the actual quantity turns out to be less than the indicated quantity, the buyer will not be entitled to claim any damages, loss of interest or compensation, but will have to pay the cost as per actual weight available and the excess amount paid if any, will be refundable.
5. For the vehicles put into e-auction and which have been kept idle, the documents concerned will be surrendered to the RTO authorities as per the rules.
6. It is the responsibility of the successful Bidder to release the documents of the vehicles purchased by paying the necessary taxes etc., if required / wherever warranted.
7. Necessary letters / forms for releasing the documents and change of ownership will be issued by the concerned Executive Engineer (Elec) of the Division Store of CESC.
8. The auctioned machineries / vehicles will be permitted to leave the store premises only after transfer of ownership and other RTO formalities.

9. **CESC** will not be responsible once the machinery / vehicles are permitted to move out of the store premises.

Exception

Since vehicles sold in the e-auctions have to be handed over to the buyer only after duly observing the R.T.O. formalities and requires an indefinite period of time, the ground rent levied commonly for all materials i.e., @ 1% per day limited to 10 working days and collected after the completion of the actual delivery period of 30 calendar days, to retain the auctioned materials at the respective stores, does not apply to vehicles.

XI. Sale of Hazardous Waste

1. For Hazardous items, the Bidder should have the Pollution Control Board (PCB) Regulation Certificate from State or Central Govt. or both (as the case may be).
2. If the auctioneer has/had a valid certificate which has already expired 30 (thirty) days before the date of auction, he must submit 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.
3. Further he must submit a copy of the valid certificate within 15 (Fifteen) days from the date of auction failing which his bid will be treated as invalid.
4. The Certificate must remain valid/extended till the period of processing of material after delivery.
5. It will be concluded that the Bidder/s have read and understood and undertake to abide by all the provisions of the Hazardous Wastes (Management & Handling) Rules, 1989 and subsequent amendments issued by the statutory authorities.

XII. Taxes & Duties

1. All taxes including GST or other levies entailing on the transaction under any provincial, local or Central Statute in force for the time being or enforced from time to time having impact on the transaction will be to the account of Bidder and shall be paid along with the bid amount of the materials.
2. In case the GST rates are revised prior or subsequent to the e-auction date by the Government the new GST rate will be applicable which may be brought out subsequently.
3. In such an event the differential amount towards taxes and duties if any are to be paid directly to the owner before affecting the delivery of the material. The special terms & conditions will supersede the General terms & conditions wherever applicable.

4. Whatever may be the rate of GST other levies etc., if any assessed / applicable on the date of actual removal/lifting of machinery/materials shall be paid by the Bidder.
5. The Bidder shall be responsible for compliance with regard to provision of the GST and the rules framed there under, also by the order by instruction issued in this behalf by the appropriate authority.
6. In the event of any dispute with regard to GST Authorities levying any additional charges such duty shall be payable by the Bidder. Any penalty imposed by the authorities, shall be borne by the Bidders.
7. No interest will be payable to the Bidders on the amount paid or deposited by him and subsequently refundable / adjustable to him under any of the conditions herein before mentioned.

XIII. Clearance of Materials/Machinery

1. **The successful Bidder shall arrange to clear and transport the materials at their own cost after payment of full value within Sixty (60) Calendar Days.**
2. CESC will not be responsible for any damage or loss that may occur to the successful Bidder or his representative during the process of removal for transport of the goods so purchased by him.
3. Any loss sustained by CESC / its employees due to careless handling, transport etc. of the goods by the purchaser's agent / employees shall be made good by the purchaser.
4. The delivery of vehicle / machineries / materials will be given by the Executive Engineer (Elec) of the respective Division Stores on fulfillment of all the above terms and conditions.

XIV. Cleaning After Clearing

After lifting the materials, the agency/Bidder should arrange to clean the store premises used, by transporting all the debris to the dump site.

XV. Penalty For Late Clearing

1. In case of delay in lifting the materials from respective Divisional Stores, **ground rent @ 1% per day limited to 10 (ten) working days** of CESC will be levied on the value of the untaken/uncollected materials.
2. **Even after this period, if the materials are not lifted from stores by the successful Bidder in part or in full, 10% of such payment made, along with EMD shall be forfeited and remaining amount excluding taxes will be refunded and the item/s will again be put to auction at Bidder's risk and cost. Such Bidder will be Black listed for a period of two years and will not be considered for participation in the future auctions called by CESC during that period.**

XVI. Force Majeure

1. CESC will not be in any way responsible for failure to deliver the goods as per delivery schedule due to force majeure causes such as strikes, lockouts, cessation of work, labour problems, shortened hours, act of God or other causes or contingency whatsoever.
2. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically be extended accordingly.
3. The seller will not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lockout, closure, pestilence dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals. Government action, civil commotion, breakdown of machinery, shortage of labour and the time of performance on the part of the seller during the period as may be necessary to enable the seller to effect performance after the cause of delay will have ceased to exist. The provisions aforesaid will not be limited or abrogated by any other terms of the contract whether printed or written.

XVII. Disputes

1. In case of any dispute arising out of disposal of the Vehicles, extension of time for payment, taxes and duties and taking delivery, the discretion of THE GENERAL MANAGER(ELE.), PROCUREMENT, CORPORATE OFFICE, CESC, Mysuru or his authorized representative shall be final and binding on both the parties.
2. All legal suits arising out of the e-auction sale of serviceable/ released / scrap vehicles / machineries shall be filed only in the Civil Court within the jurisdiction of Mysuru.
3. No claim on CESC shall be entertained for any reasons whatsoever on account of the e-auction sale.

Prospective Bidders/ contractors who have not obtained the user ID and password for participation in the e-procurement in CESC may obtain the same from the e-procurement cell of Government of Karnataka at the address below:

e -Procurement Cell
Centre for e - Governance
Room No. 141, Gate No. 2, M S Building,
Bangalore - 560 001
Phone: **+91-8046010000 +91-8022631200**
Website: www.eproc.karnataka.gov.in.

**General Manager (Procurement),
CESC, Mysuru**

Liquid Asset Format

Bank Letter Head

DATE: _____

CERTIFICATE

This is to certify that, _____ (Address) _____
_____ who are submitting their Bid to
General Manager (Procurement), #29, Vijayanagara 2nd Stage, Hinkal,
Mysuru-570017 against their e-auction, their financial transaction with our Bank
has been satisfactory. They **enjoy** the following credit facilities with us. The extent
of sanction & utilization of facilities as on _____ is indicated below.

| Sl. No . | TYPE OF FACILITY | Sanctioned Limit Rs. Lakhs | Utilized Rs. Lakhs | Balance Rs. Lakhs |
|-------------------------|---------------------------|---|-------------------------------|------------------------------|
| 1 | Credit/OD Facility | | | |
| 2 | Cash at Bank | | | |
| 3 | Term deposit | | | |

This letter is issued at the request of: (Name of the Firm) _____

Signature
(Designation with Seal)

Bank Seal