

Event Details						
Event No.	Opening Date & Time	Closing Date & Time	Inspection From Date	Inspection Closing Date	EMD Type	Auction Status
MSTC/WRO/INDIAN BUREAU OF MINES/2/CIVIL LINES/24-25/31755  Event Type : General e-Auction   RCM YES	2024-10-23::12:00:00	2024-10-23::16:00:00	2024-10-15	2024-10-22	No EMD	Not Activated

Seller Details								
Seller /Company Name	Location	Street	City	Country	Telephone	FAX	Email	Contact Person
INDIAN BUREAU OF MINES	CIVIL LINES	INDIRA BHAVAN, CIVIL LINES	NAGPUR	INDIA	0712-2565333	0712-2565333	store@ibm.gov.in	Shri Parag M Tadlimbeka r

LOT NO[PCB GRP]/LOT NAME	LOT Description	Quantity & UOM	GST	Location	Bid Valid Till (DD-MM-YYYY)

<p>LOT No. 33          LOT Name. Furniture and other store items of TMP Division - As per list attached</p>	<p><b>Furniture and other store items of TMP Division - As per list attached AS IS WHERE IS BASIS (UNSERVICEABLE) for all items of Lot</b>  <b>Contact Person for Inspection : Assistant Survey Officer</b>  <b>Phone No.: 9552808876</b>  <b>Note : Payment of sold items should be deposited through Challan from BharatKosh mandatorily in mentioned account of DDO (HQ), IBM, Nagpur (Ministry : MINES) (PAO Code : 037307 and DDO (HQ) Code : 237308) under SALE (IBM)-Scraps, old Papers/Waste Papers. MSTC service charge is to be submitted through e-payment</b></p>	<p>1.0 LOT</p>	<p>As Applicable</p>	<p>7th Floor, TMP Division, IBM (HQ), Nagpur State : Maharashtra</p>	<p>22-11-2024</p>
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	available in MSTC login. <b>CL CK HERE FOR LIST</b>				
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<p>LOT No. 34 PCB GRP : [E-Waste-Rule 2022] LOT Name.E-Waste and other Items - As per list attached</p>	<p><b>E-Waste and other Items - As per list attached AS IS WHERE IS BASIS (UNSERVICEABLE) for all items of Lot</b> Contact Person for Inspection : Assistant Survey Officer Phone No.: 9552808876 <b>Note : Payment of sold items should be deposited through Challan from BharatKosh mandatorily in mentioned account of DDO (HQ), IBM, Nagpur (Ministry : MINES) (PAO Code : 037307 and DDO (HQ) Code : 237308) under SALE (IBM)-Scraps, old Papers/Waste Papers.MSTC service charge is to be submitted through e-payment available in</b></p>	<p>1.0 LOT</p>	<p>As Applicable</p>	<p>7th Floor, TMP Division, IBM (HQ), Nagpur State :Maharashtra</p>	<p>22-11-2024</p>
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	MSTC login. <b>CLICK HERE FOR LIST</b>				
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## **CLICK HERE FOR PHOTO LOT NO. 34**

ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE - [www.mstcindia.co.in](http://www.mstcindia.co.in)

This supersedes General and Buyer specific terms and conditions wherever applicable.

### **GST: Reverse Charge Mechanism**

1. Only those bidders who are registered with GST authority and a having valid GST registration no. should participate in this auction. The other bidders will not be allowed to participate in the auction and no complaint in this regard shall be entertained
2. As per notification no. 36/2017 central tax (rate) dated 13.10.2017 and Notification no. 37/2017 integrated tax (rate) dated 13.10.2017, principal/seller being Govt. Unit, GST and cess on goods will be deposited by buyer under reverse Charge mechanism.
3. It is the responsibility of the buyer to submit true copy of Gst certificate to the principal before taking delivery.
4. Seller has to ensure collection of true copy of GST Certificate from the registered buyers before giving delivery of goods to them.
5. The GST as applicable on the date of delivery shall be paid by the successful bidder and GST and Cess on such Goods shall be paid on Reverse Charge basis by the Registered Recipient.
6. The bidders shall be solely responsible for remitting the GST and any statutory liability in this regard and no liability whatsoever shall be borne by the seller/ MSTC.

The Goods & Service Tax (GST) is implemented with effect from 01st July 2017 in India. GST will be payable on all goods (whether scrap or otherwise).

*This E-Auction is governed by the e-auction and THE SPECIAL TERMS & CONDITIONS (STC) of the e-auction. In case of any conflict or difference in the Provisions of GTC, BSTC & STC, then the provisions of STC/Lot/Auction specific T&C will supersede others in the particular e-auction.*

NOTE:

1.THE AUCTION CATALOGUE ON THE LIVE E AUCTION FLOOR SHOULD BE TREATEDAS FINAL AND BINDING.

2.THOUGH A FACILITY IS PROVIDED TO BIDDERS TOSELECT A CATEGORY IN THE LIVE AUCTION FLOOR, HOWEVER, BUYERS IN THEIR OWN INTEREST ARE ADVISED TO GO TO LIVE E AUCTION FLOOR, AFTER SELECTING"ALL CATEGORIES". MSTC WILL NOT BE RESPONSIBLE FOR ANY OVERSIGHT INSELECTING THE CATEGORY IN LIVE EAUCTION/LOT ON THE PART OFBIDDERS/BUYERS"

3.PAYMENT CLAUSE: Incase the last date ofsubmission of payment happens to fall on a Public Holiday, the next dayshall be considered as the date of submission of payment.

4.BUYERS HAVE TO INSPECT THE MATERIAL THOROUGHLY AND SATISFY THEMSELVESABOUT THE NATURE , HAZARDOUS/EXPLOSIVE PROPERTIES, IF ANY, BEFORESUBMITTING THE BID. IN CASE THEY COME ACROSS ANY MATERIAL BEYOND THESCOPE OF THE DESCRIPTION OF MATERIAL, IT SHOULD BE INFORMED TOSELLER/MSTC. MSTC WILL NOT BE RESPONSIBLE FOR ANY COMPLAINT IN THISREGARD.

**For AuctionRelated Queries Help Desk Number : 07969066600**

**Contact Personat MSTC : Mrs. Lisbeth Dias, Senior Manager, Ph.: 9820158988; email :ngropn2@mstcindia.in**

**Shri. B. S. Pradhan, Deputy General Manager, Ph.: 9903191469; email :ngropn1@mstcindia.in**

The materials offered for sale must beinspected prior to due date of e-auction. For inspection &other related matters, bidders may contact Stores Officer ; Ph.: 9714455889 ; email :store@ibm.gov.in

*DD/POs of Cooperative Bankshall not be accepted and will be returned without any action beingtaken on them.*

*MSTCLtd. Shall hereinafter be referred to as **MSTC** and **INDIANBUREAU OF MINES, Nagpur** owner/seller for lots.*

*a) Afterentering any Bid (in figures) on the Auction Floor, the Bidder mustcheck/re-check, the same (including the number of zeroes) beforeclicking the ~BID~ button. Once the ~BID~ button is clicked the Bidwill be accepted by the system and no correction can be made.*

*b) The Auction List and Special Terms & Conditions ( STC )being displayed in the Auction Notification under View ForthcomingAuctions on MSTC s e-Auction Website or being displayed in MSTCsCorporate Website ( www.mstcindia.co.in ) are tentative and subject tolast moment changes at MSTC s sole discretion till the start ofe-Auction. Only the Auction List and Special Terms & Conditionsdisplayed on the Auction Floor under View Live Auctions ( and not underView Forthcoming Auctions ) on start of e-Auction will be final andwill form the basis for all sale contracts against this e-Auction andno representation / complaint in this regard will be entertained byMSTC / Principal from the Bidders. Bidders should therefore downloadthe Material List and Special Terms & Conditions displayed onlyfrom the Auction Floor under View Live Auctions for their recordpurpose if required.*

*c) In addition to the Special Terms & Conditions ( STC ), theBuyer Specific Terms & Conditions ( BSTC ) will also form anintegral part of the Terms & Conditions of Sale throughe-Auction. However, in case of any conflict between the two, theSpecial Terms & Conditions shall prevail.*

*d) UNIT/UNIT OF MEASUREMENT ( UOM ) FOR BIDDING, SALE &DELIVERY: Each Lot will have to be bid, sold and delivered on the basisof the Unit / Unit Of Measurement ( i.e. UOM ) stipulated in theMaterial List displayed on the Auction Floor of View Live Auctionsagainst the respective Lot. Any representation / complaint from theBidders for the Bid to be made / having been made on the basis of anyother Unit/Unit of Measurement will not be entertained.*

e) During Live Auction, only brief Lot / Item details will be shown under Lot Name on the Auction Floor where Bidders are required to bid. The complete Item Details can be seen / accessed by the Bidders by clicking on the respective Item under Lot Name. It shall be the responsibility of the Bidders to see the Item Details before bidding and no representation / complaint in this regard will be entertained by MSTC / Principal from the Bidders.

#### SPECIAL TERMS & CONDITION

1.0 All the offer shall be valid for a period of 30 days from the date of closing of e- auction.

2.0 The materials offered for sale must be inspected prior to due date of e-auction. For inspection & other related matters prospective bidders/buyers may visit the site on working day Monday to Friday between 10.00 PM to 4.00 PM after contacting above mentioned officer nominated by the Seller.

3.0) All the materials are offered for sale on **AS IS WHERE IS** basis and where they are stacked. Material are sold on the assumption that bidders have inspected the same and know what they are buying, irrespective of whether they have first inspected the materials or not. No complaint shall be entertained in this regard. The material offered for sale can be inspected prior to the due date of e-auction. For inspection of material & other related matters, bidders may contact PRINCIPAL officials.

#### 4.0) **PAYMENT DETAILS:**

4.1) The successful bidders shall submit Earnest Money Deposit (EMD) by way of **challan through Bharatkosh** to **Seller/IBM** or as mentioned in the lot description/Sale intimation Letter fired to your mail within 7 days of confirmation of bid for Accepted Lots and within 7 days from the date of acceptance of the item/s by seller for Lots under STA. The EMD must be **@10%** of the net sale Value quoted (excluding taxes & duties). Upon issue of the sale order the EMD shall automatically be converted into Security Deposit. The Security Deposit as specified in Sale Order shall be adjusted only at the time of final payment. It should be noted that failure to submit post bid EMD / SD within above stipulated time will result in automatic deactivation of buyer's login from MSTC System for a minimum period of six (06) months. Thus the bidders shall be barred from participation in any auction being conducted by MSTC for a minimum period of six (6) months. Buyer's login may however be activated only if full payment (Material Value + Applicable Taxes & Duties) is received within 22 days from the date of closing of e-auction including the date of auction.

4.2) The material value along with all the taxes and duties must be paid by the buyer in one installment within 14 days from the date of issue of Sale Acceptance letter by MSTC or 22 days from the date of closing of e-Auction, whichever is later and no installment payment will be allowed, unless otherwise stipulated in Lot / Item details.

4.3) **DEFAULT IN PAYMENT:** In case of default in payment of the balance Sale value within the prescribed time limits, the due payment may be made together with additional charges @ 1% per week or part thereof calculated on the full 100% Material Value for a maximum period of Two weeks. The post bid EMD/SD will be adjusted towards material value only on receipt of the balance Sale Value within the prescribed time. However, this shall not confer any right to the Bidder to make any late payment of balance Sale Value or applicable duties and taxes and MSTC reserve the right not to accept the payment of the Balance Sale value with or without the additional charges after the expiry of the free payment time.

5.0) E-auction lot Status/result: The status of the highest bids having been accepted on Confirmed or STA basis must be personally seen by the Bidders online

through the link Auction Lot Status immediately after closing of e-Auction which will be displayed up to 7 (Seven) days from the date of Closing of e-Auction (excluding the date of closing of e-Auction) and payment of Post-Bid EMD/SD must be made accordingly. Although immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Highest Bidder for accepted/STA lots. The bidders must always keep their registered email account valid, failing which bidders will be liable for non-compliance of payment/delivery instructions if issued by MSTC/SELLER from time to time.

6.0) The Contract shall be treated as having been entered into as soon as the ink-signed Sale Order/Acceptance Letter is issued by MSTC. The period of contract shall be of sixty days from the date of last Delivery order by MSTC against full payment made by the party. The contract shall be deemed to be complete as soon as the Area is cleared of the entire material allotted or on completion of the period of contract as mentioned above, whichever is earlier.

7.0) All the materials are offered for sale on AS IS WHERE IS basis Ex-works owners. The rates must be offered ON UNIT BASIS FOR EACH LOT SEPARATELY NOT PART THEREOF i.e. in Rupees per unit only.

7.1) The quantities indicated against the lot are purely indicative. The quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift entire material and clear the site after making the required payment at the discretion of PRINCIPAL. In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count. The material as offered has to be lifted by the buyer.

7.2) All kinds of scrap offered in respect of each allotted scrap would have to be taken by the buyer. No guarantee can be given regarding its quality and NO SEGREGATION WOULD BE ALLOWED.

8.0) The Rate must be quoted exclusive of all kinds of Duties and Taxes like GST, TCS etc. These will be charged extra as applicable. Any variation in GST tax or in any other kind of applicable tax and any fresh statutory levies will be borne by the buyers.

9.0) Bidder shall submit his/ their Income Tax clearance certificate (latest), partnership deed of organizations and when demanded by MSTC/owners.

10.0) The Bidders/ customers' workmen shall have to abide by the rules & regulation including safety & security regulation of the relevant statutory acts. Entry inside the works /stores should only be against Gate pass for the men and equipment for which purchaser will have to apply well in advance before lifting commences.

11.0) The Buyer will employ his own labour and means; at his own cost and risk for removal/collection/shifting of scrap as per schedules and payment of wages/compensation to the labourers will be the sole responsibility of the buyer. The purchaser shall ensure that his workmen do not loiter around within the stores area of the factory areas. They shall not touch any material except those material shown to them. If any of his workmen is even found violating these restriction, the purchaser shall be responsible for making good the loss to the owners on which their decision shall be final and binding.

12.0) LATE PAYMENT PENALTY : For any delay in making payment within the time limit specified, the due payment may be made together with late penalty @ 1% per week or part thereof on the Sale Value for the period of delay within 14 days from the due date and thereafter on the sole discretion of PRINCIPAL only. PRINCIPAL or MSTC in consultation with PRINCIPAL reserves the right not to accept the payment with or without the late penalty after expiry of the above



mentioned time limits or even within the aforesaid additional period of 14 days, at Principal/MSTC's (in consultation with principal) sole discretion and in such an event the sale of the lot will be automatically cancelled and the Earnest Money/Security Deposit (as the case may be) will automatically stand forfeited.

13.0) DELIVERY PERIOD: The successful bidders shall lift the specific material lying in the lot allotted to them by employing their own labour and transport at their own cost within 30 Days (Thirty Days) from the date of Delivery Order (including date of issue) by MSTC/Seller.

NON-DELIVERY:

a) Where goods are sold in lots and not by number of units, in the event of the lot or lots being found to be deficient in quantity, size, measurement, number and weight, as stated in the catalogue, purchasers shall have no claim against the Government or against the auctioneer for refund of the whole or any part of the purchaser money, or for loss of profit, interest, damages.

b) Where stores are sold by weight or number, and not on the basis of lots, and the purchaser fails to obtain delivery of the whole or a portion of the stores sold, he shall not be entitled to make any claim other than for proportionate refund of the sale of the undelivered quantity. He shall not be entitled to claim any damages, loss or profit interest or compensation or any other account.

C). Re-sale will not be recognised and Delivery Orders will be made out in the name of the actual purchasers only.

D). The buyer shall be responsible for any damage that may be done to the premises in taking down or removing the lot or lots bought by him. The MSTC/Stockholder or his representative may at his option arrange to make good such damage and the buyer shall pay the same on demand by MSTC/Stockholder.

E). MSTC/ Stockholder reserves the right to defer the decision on the highest bid received for a particular item or items and communicate it subsequently.

F). MSTC/Stockholder reserves the right of withdrawing from the sale any lot or lots advertised in the catalogue prior to the acceptance of any bid without assigning any reasons.

14.0) Ground Rent: Customers are required to lift the material completely on clean sweep basis as to clear site falling which ground rent will be charged. Ground Rent @ 1% per week or part thereof beyond free lifting period as detailed above will be levied and up to 2 weeks maximum, provided written request is received before the expiry of the free lifting period. If no such request for extension is received, the sale order stands cancelled & security deposit forfeited on completion of free lifting period.

15.0) Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter. If there is a default in payment as per Terms of the Sale order cum Acceptance letter, the Security deposit mentioned therein will stand forfeited automatically without any further notice.

16.0) After the submission of bid(s) by the Buyer, a presumption would be drawn that the buyer has inspected the material and has satisfied himself about the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to the e-auction. No complaint, whatsoever, on the points referred above, would be entertained after the submission of the bid.

17.0) The Principal/Owner of the materials reserves the right to withdraw at any stage the sale of any item or quantity of material either by number or by weight or any other specific unit etc, even after issue of Sale Order/Delivery Order. The Principal/Owner will not be bound to assign any reason or details thereof.

*Value of the materials so withdrawn, if any, and paid by the buyer will be refunded. The Principal will however, not be responsible for any damage, loss, direct or consequential compensation whatsoever to the buyer nor for payment of any interest.*

*18.0) After the submission of bid(s) by the Buyer, a presumption would be drawn that the buyer has inspected the material and has satisfied himself about the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to the e-auction. No complaint, whatsoever, on the points referred above, would be entertained after the submission of the bid.*

*19.0) The Principal reserves the right to withdraw in part or full or to close the contract any time during the currency of contract without assigning any reason thereof. This will not entitle the buyer to demand compensation or right for delivery of full qty. by way of extension of contract.*

*20.0) CAUTION :*

*20.1) The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint / representation will be entertained by MSTC/Principal in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of '0'/No. Of Digits/Unit Of Measurement etc.) and rectify their bid (if required) before submitting their Bid into the live eAuction floor by clicking the 'Bid' Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for a particular Lot, this will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals.*

*20.2) The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the 'Live' eAuction Floor (and not under 'Forthcoming Auctions') as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of eAuction Registration with MSTC. The Material List & STC displayed under 'View Forthcoming Auctions' on MSTC's eAuction Website are tentative and subject to change at MSTC's sole discretion before the start of eAuction. Bidders should therefore download the Material List and STC displayed only under 'View Live Auctions' for their record purpose if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the eAuction Website and clicking on 'NEWUSER'. Participation in the eAction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the STC, BSTC and GTC. In case of any conflict between the STC and BSTC, the STC shall prevail. MSTC shall have the right to issue addendum to the STC or BSTC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.*

*20.3) UNIT/UNIT OF MEASUREMENT (UOM) FOR BIDDING, SALE & DELIVERY: Each Lot will have to be bid, sold and delivered on the basis of the Unit / Unit Of Measurement ( i.e. UOM ) stipulated in the Material List displayed on the Auction Floor of 'View Live Auctions' against the respective Lot. Any representation / complaint from the Bidders for the Bid to be made / having been made on the basis of any other Unit/Unit of Measurement will not be entertained.*

*20.4) During Live Auction, only brief Lot / Item details will be shown under 'Lot Name' on the Auction Floor where Bidders are required to bid. The complete 'Item Details' can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the 'Item Details' before bidding and no representation/ complaint in this regard will be entertained by MSTC / Principal from the Bidders.*

20.5)MSTC/PRINCIPAL reserves the right to forfeit any amount / money lying with MSTC / Principal from the successful Bidder who defaults in making the due payments against the eAuction even though such amount /money may be lying with MSTC / Principal on account of the said Bidder against any other contract/ transaction.

**21.0) SALE OF HAZARDOUS WASTE ITEMS:**

21.1) The sale of Hazardous Waste items will be governed by Hazardous Wastes (Management & Handling) Rules, 1989 and its Amendments, the sale of Batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its Amendments and sale of e-Waste will be governed by e-Waste Management Rules 2011 and its Amendments. For such items, only those Parties shall be eligible to bid who have Valid Registration Certificates from the State/Central Pollution Control Board (PCB)/MoEF on the Starting Date of e-Auction. If the responsibility of the buyer to submit Renewal Certificate in time for updation in MSTC Records, failing which they may not be allowed to participate in such auction.

21.2) In case of Sale of Waste Oil & specified Non-Ferrous Metal Waste involving transport of such material to the Buyer's Plant / Processing Unit located in a State other than from where such items are being sold, the Buyer must obtain and submit 'No Objection Certificate' from the State PCB where the Buyer's Plant / Processing Unit is located, to the Principal before taking delivery, failing which the sale will be treated as cancelled and further action will be taken by Principal/MSTC as may be deemed fit by Principal/MSTC.

21.3) In all cases of sale of Hazardous Materials as mentioned above, the buyer needs to submit valid PCB Certificate and Passbook in original to the seller before taking Delivery for updation of Passbook by the Seller.

22.0) The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.

23.0) Caveat Emptor : The quantity, quality, measurement & condition of the materials indicated are all approximate. For further assessment, the willing firm may visit the factory on any working day between 9.00 am to 4.30 pm up to one day before the e-Auction date. Participation & bidding by any one in this sale shall be treated as conclusive evidence of the fact that the party has inspected the material offered for sale & has made themselves aware of the materials offered for sale in respect of quantity, quality, measurement, weight & condition of materials, taxes and other duties, local working condition and other extraneous factors and principle of Caveat Emptor (let the buyer beware) will apply. It shall be implied and taken for granted that the party has carefully gone through and understood the terms and conditions of e-Auction including the amendments, if any, prevailing at the time of bid. No complaints or objections shall be entertained by Principal/MSTC or authorities after the bid is opened/accepted. Principal/MSTC does not give any warranty or guarantee for the quantity, chemical composition of each individual item in the lot or about the end use or fitness for a particular purpose.

24.0) ARBITRATION/ LEGAL JURISDICTION: This will be applicable as per the relevant Clauses stipulated in the Buyer Specific Terms And Conditions already accepted by the Bidders at the time of Online Registration by him on the MSTC e-Auction Website.