Auction Details				
Auction No	MSTC/WRO/Indian Institute of Tropical Meteorology/4/Pune/22-23/35050[361260]			
Opening Date & Time	01-02-2023	01-02-2023::12:00:00		
Closing Date & Time	Scheduled Time <u>01-02-</u> <u>2023::16:00:00</u>	Closed At <u>01-02-</u> 2023::16:00:00		
Inspection From Date	12-01-2023			
Inspection Closing Date	31-01-2023			
EMD Type	No EMD			
Auto Extension(In minutes)	8			
Auction Status	Not Activated			

Seller Details			
Seller / Company Name Indian Institute of Tropical Meteorology			
Location	Pune		
Street	Dr Homi Bhabha Road Pashan		
City	Pune-411008		
Country	INDIA		
Telephone	02025904200		
Fax			
Email	stores@tropmet.res.in		
Contact Person	Shri Ajit Prasad		

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
Lot No. :01	Miscellaneous Office Furniture as per Annexure attached, on as is where is and No compliant basis. Prospective bidder to inspect			
Lot Name :Miscellaneous Office Furniture	the material before bidding Contact Person :- Shri. Yogesh Belgude, Assistant Manager Phone No. 020-25904354 / 25904200	1.0 LOT	As Applicable /18.0%	IITM PUNE State :Maharashtra
	Click here for Lot Annexure			
Lot No. :02	Miscellaneous Technical Items as per Annexure attached, on as is	1.0 LOT	As Applicable /18.0%	IITM PUNE State
PCB GRP :[E-Waste]			710.070	:Maharashtra
Lot Name :Miscellaneous Technical Items	Prospective bidder to inspect the material before bidding Note:- Only valid E-Waste License holder will be allowed to Participate for this Lot. Contact Person :- Shri. Yogesh Belgude, Assistant Manager Phone No. 020-25904354 / 25904200			

l	Click here for Lot Annexure			
	Battery as per Annexure attached, on as is where is and No compliant basis.			
Lot No. : 03	Prospective bidder to inspect the material before bidding			
PCB GRP :[Used Batteries/Lead Acid Batteries/Lead Acid Cells & Lead Scrap]	Note:- Only valid License holder will be allowed to Participate for this Lot.	1.0 LOT	As Applicable /18.0%	IITM PUNE State :Maharashtra
Lot Name :Battery	Contact Person :- Shri. Yogesh Belgude, Assistant Manager Phone No. 020-25904354 / 25904200			
	Click here for Lot Annexure			
	Tigard NH3 analyzer, on as is where is and No compliant basis.			
Lot No. : 04	Prospective bidder to inspect the material before bidding			
PCB GRP :[E-Waste]	Note:- Only valid E-Waste	1.0 NO	As Applicable	IITM PUNE State
Lot Name :Tigard NH3 analyzer	License holder will be allowed to Participate for this Lot.		/18.0%	:Maharashtra
,	Contact Person :- Shri. Yogesh Belgude, Assistant Manager Phone No. 020-25904354 / 25904200			

Total No of Lots = 4

SPECIAL TERMS & CONDITION

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.

All above mentioned details verify through inspection only. No further complaints will be entertained.

DEALING OFFICER AT MSTC LTD., MUMBAI (WRO) BRANCH

NAME	Sushil Nale, Deputy Manager	
PHONE NO.	9987758430 ; E-Mail: <u>sushil@mstcindia.co.in</u>	
OFFICE HOURS	10 AM - 5 PM	

The Goods & Service Tax (GST) is implemented with effect from 01st July 2017 in India. Accordingly, VAT / Sales Tax will be discontinued and these taxes will be subsumed to GST. GST will be payable on all goods (whether scrap or otherwise). Further the existing VAT / Sale Tax Rate shall be replaced by GST Rate and differential tax, if any, will be paid by or refunded to Buyers.

Payment of MSTC can be made through e-payment by generating challan.

Buyer has to choose for the e-payment Payment type-EMD or material value Region-WRO Mumbai Auction information-Enter auction no MSTC Ltd. Shall hereinafter be referred to as MSTC and Indian Institute of Tropical Meteorology ,Pune as owner/seller for lots.

GST rates as indicated in this e-auction catalogue are only indicative. Actual GST rates as applicable on the date of lifting shall be applicable. Bidders are required to satisfy themselves about GST rate through their own sources/means before bidding in this e-auction and any discrepancy should be intimated to MSTC / Seller at least one working day prior to the e-auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-auction goes on live floor. Nonpayment of sale proceeds on the ground of any discrepancy of GST rate will be treated as default and action as deemed fit including but not limited to forfeiture of EMD/SD will be taken against the bidder.

- 1.All the offers shall be valid for a period of 30 days from the date of closing of e- auction.
- 2. The materials offered for sale must be inspected prior to due date of e-auction. For inspection & other related matters, bidders may contact Mr. Yogesh S. Belgude, Assistant Manager, Phone:- 020-25904700
- 3.Material list & STC displayed under view forthcoming auctions on MSTC's e-auction website are tentative and subject to change at the sole discretion of MSTC/Principal before the start of e-auction. Bidders should, therefore, download the material list and STC displayed only under view live auctions for their record purpose, if required, and bid accordingly.
- 4. The bidders shall submit Earnest Money Deposit by DD/PO/NEFT/RTGS in favor of Principal as stated in Sale Intimation Letter within 7 days from date of e-auction for accepted and STA lots. The EMD shall be @10% of the net sale Value quoted (excluding taxes &duties) for Lots sold on Accepted and STA. 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 debarred from participation in any auction being conducted by MSTC for a minimum period of six (6) months. Buyers 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.
- 5. 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. The Contract shall be treated as having been entered into upon issuance of signed sale order-cum-Acceptance letter by MSTC in favor of the successful bidders. 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, RATE MUST BE QUOTED ON UNIT BASIS FOR EACH LOT SEPARATELY NOT PART THEREOF i.e. in Rupees per unit only. The quantity indicated against the lot are purely indicative.
- 7.1 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 the allotted quantity(+/-10%). 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.
- 8. Rate must be quoted exclusive of applicable taxes and duties which will be charged as on date of delivery. Any variation in such taxes and duties will be borne by the buyers.

- 9. 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 should only be against Gate pass for the men and equipment for which purchaser will have to apply well in advance before lifting commences.
- 10. The Buyer will employ his own labor and means; at his own cost and risk for removal/collection/shifting of scrap as per schedules and payment of wages/compensation to the laborers 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.
- 11.0 PAYMENT PERIOD: In case of confirmed Lots, payment for full material value plus all duties & taxes have to be made within 22 days from the date of close of e-Auction. Failure to deposit balance sale value (after depositing post bid EMD as stated in Clause 5 above) shall lead to forfeiture of EMD deposited by the buyer.
- 11.1 If payment against basic cost only is deposited and amount of GST and Late Payment Fee, if any, etc. is not deposited by buyer then the seller/stockholder at its own discretion shall issue relevant site delivery order for reduced quantities after adjusting the GST/ Late payment charges etc.
- 11.2 For delayed payment of balance sale value along with taxes and duties, late payment charge @ 1% per week or part of material value thereof for a maximum period of 14 calendar days has also to be charged which should also feature in the STC. However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes MSTC/Seller reserves the right not to accept the payment of the Balance Sale Value with or without the additional charges after the expiry of the due payment time as mentioned above
- 12.1 DELIVERY PERIOD: The successful bidders shall lift the all allotted material lying in the lot allotted to them by employing their own labor and transport at their own cost within 30 Days (Thirty Days) from the date of Delivery Order (including date of issue)/or as stipulated by MSTC LIMITED.
- 12.2 In case of delayed lifting, the collection of ground rent in advance shall be the sole responsibility of the seller before effective delivery. The rate of ground rent beyond the free delivery period shall be @ 1% per week or part thereof for a maximum period of 14 calendar days
- 12.3 In case of Goods sold on Lot Basis, the Ground Rent will be calculated at the rate specified above on the value of the entire Lot even if lifted in part, where as in case of Goods sold on Unit Weight or Unit Number Basis, the Ground Rent will be calculated on the value of unlifted quantity However it must be noted by the Bidders that it will be the sole discretion of the Seller not to allow the Buyer to lift the Goods with or without the Ground Rent after the expiry of the stipulated free Delivery period or even within the aforesaid additional period of 14 (Fourteen) Days and in such event, the sale of the material not lifted by the Buyer(s) will be automatically cancelled and all the moneys paid by the Bidder /Buyer will be automatically forfeited.
- 13. MSTC/SELLER 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 quantity by way of extension of contract.
- 14. 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.

15.0) SALE OF VEHICLES:

- 15.1) In case of disposal of Old / Used Vehicles, the following procedure will be normally followed:
- (a) For RTO Registered Vehicles sold with RC Book (if available with the PRINCIPAL) the sale will be deemed to be for 'Re-use' and Sale Tax will be charged accordingly. All charges for change to ownership shall be borne by the Buyer. In case the RC Book is not available or lost, necessary Certificate in this regard will be issued by the PRINCIPAL to the concerned RTO with copy to the Buyer to enable them to get the ownership transferred.
- (b) In case of RTO Registered Vehicles sold as Scrap without RC Book, the sale will be deemed as sale of Scrap and Sales Tax will be charged accordingly and a Remark will be put on the Delivery Order stipulating that 'Sale is for Scrapping & without RTO Documents'.
- (c) In case of not having RTO registration, question of availability of RC Book / Documents does not arise. Normally the Vehicle will be sold as Scrap/for Scrapping by stipulating the Remarks in the Delivery Order that 'Sale is for Scrapping / Vehicle not having RTO Registration' and Sales Tax will be charged accordingly. However, instead of sale for scrapping if any Bidder wants the sale to be made for Re-use without stipulating the abovementioned Remarks in the Delivery Order, then Sales Tax will be charged accordingly subject to the Bidder being responsible for all RTO related formalities at his cost.

However in all the above cases, the PRINCIPAL will have the sole discretion to decide whether they would sell the Vehicle for Scrapping or otherwise and no complaint / representation will be entertained from the Bidder in this regard.

16.0) SALE OF HAZARDOUS WASTE ITEMS:

- 16.1) The sale of Hazardous Waste items, namely Waste Oil and specified categories of Non-Ferrous Metal Waste will be governed by Hazardous Wastes (Management & Handling) Rules, 1989 and its Amendments and the sale of Batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its Amendments. For such items, only those Parties shall be eligible to bid who have Valid Registration Certificates from the State as well as Central Pollution Control Board (PCB) on the date of e-Auction. In case the validity of such license is due to expire after the date of eAuction, it is the responsibility of the buyer to submit notarised copy of extension/ revalidation of the license to MSTC/PRINCIPAL before actual delivery. Buyers shall not be allowed to lift the materials if the CPCB/SPCB certificate / consent / passbook cease to be valid on the date of delivery.
- 16.2) In all cases, however, it will be the Bidder's responsibility to ensure that his SPCB and CPCB Certificates are kept valid on the date of e-auction as well as at the time of taking delivery of materials and till the materials are processed by him. Participation by any Bidder in the e-Auction will be deemed to imply that he undertakes to comply with all his statutory responsibilities as envisaged under the said Rules including keeping their CPCB & SPCB Certificate(s) valid till the material is processed by them. Bidders are particularly advised to see clause No. 20 of the Hazardous Wastes (Management & Handling) Amendment Rules, 2003.
- 16.3) At the time of taking delivery, the Buyer shall fill-up and submit Manifest in Form 9 to the Principal as may be directed by the Principal and he shall also submit copies of the Manifest in Form 9 to the concerned State PCB / Statutory Authorities as per Rule 7(4) & 7(5) of the aforesaid Rules. The Buyer shall also have to produce the Original State / Central PCB Certificates to the Principal at the time of delivery for verification & for necessary endorsement thereon by the Principal as required under the HW(M&H) Rules.

- 16.4) 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 MSTC / Principal as may be deemed fit by MSTC / Principal.
- 16.5) In case of Items other than Waste Oil, specified Catagories of Non-Ferrous Metal Wastes and Batteries, which fall under the category of HAZARDOUS WASTE, the sale will be governed by the Hazardous Waste (M&H) Rules, 1989and its Amendments.
- 17.0) 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.