

Event Details					
Event No.	Opening Date & Time	Closing Date & Time	Inspection From Date	Inspection Closing Date	EMD Type
MSTC/CDG/Indian Institute Of Technology Ropar/2/Birla Farm/19-20/32217  Event Type : General e-Auction RCM NO	2020-01-15::11:00:00	2020-01-15::15:00:00	2020-01-04	2020-01-14	No EMD

Seller Details								
Seller /Company Name	Location	Street	City	Country	Telephone	FAX	Email	Contact Person
Indian Institute Of Technology Ropar	Birla Farm	Birla Farms	Rupnagar	INDIA	6283549684		purchase@iitrpr.ac.in	B.Nagarajan

LOT NO[PCB GRP]/LOT NAME	LOT Description	Quantity & UOM	GST	Location
LOT No. 1 PCB GRP : [E-Waste] LOT Name.Printer EPSON AL-M2010D and various type of computer equipments etc.	Printer EPSON AL-M2010D and various type of computer equipments etc. <a href="#">CLICK HERE FOR LOT DETAIL</a>	1.0 LOT	As Applicable	IIT ROPAR State :Punjab

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).

Hence all Buyers / Bidders having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate mentioning GST Registration Number needs to be submitted with the respective office of MSTC Ltd. (from where Registration was done) for updating Buyer Registration details. MSTC / Seller will not be able to issue any Sale Order / Delivery Order / Invoice, etc. wherever GST Registration Number is not updated. 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.

In the same way, all Principals / Sellers need to submit copy of certificate referring GST Registration Number with the respective office of MSTC Ltd. (from where Auction is conducted) for updating Seller Registration details. It will not be possible to conduct any Auction or issue any Sale Order / Delivery Order, etc. wherever GST Registration Number is not updated. Further the Service Tax Rate on Service Charge Bill, shall be replaced by GST Rate and differential tax, if any, will be required to be paid by Principals / Sellers.

**PLEASE NOTE: THE AUCTION CATALOGUE ON THE LIVE E AUCTION FLOOR SHOULD BE TREATED AS FINAL AND BINDING.**

**NOTE: GST AS APPLICABLE TO BE PAID AT SELLERS END BEFORE DELIVERY OF THE MATERIAL.**

**The buyer will not be required to deposit the EMD for those lots which fall under the category of STA.**

**Only when the lot is approved by the Principal, will a mail be fired by our portal to the buyer to submit the requisite EMD within a period of 7 days from the date of approval.**

**Indian Institute Of Technology Ropar**

**CONTACT PERSON :- B.Nagarajan**

**CONTACT NO.:- 6283549684**

**MSTC, CHANDIGARH**

**Tel No.: 0172-2585921, 09808570722**

**Dealing Officer: Mr. Himanshu Agarwal, AM**

**Email id: [hagarwal@mstcindia.co.in](mailto:hagarwal@mstcindia.co.in)**

**NOTE: PAYMENT CLAUSE: Incase the date of submission of payment happens to fall on a PublicHoliday , the next day shall be considered as the date of submission of payment.**

**Highest bidders are advised to deposit DD in favor of Principal mentioned in sale intimation letter/ sale order for accepted lots only (not for STA lots).**

**DDs of Cooperative Bank shall not be accepted and will be returned without any action being taken on them.**

**NOTE: BUYERS HAVE TO INSPECT THE MATERIAL THOROUGHLY AND SATISFY THEMSELVES ABOUT THE NATURE, HAZARDOUS/EXPLOSIVE PROPERTIES, IF ANY, BEFORE SUBMITTING THE BID. IN CASE THEY COME ACROSS ANY MATERIAL BEYOND THE SCOPE OF THE DESCRIPTION OF MATERIAL, IT SHOULD BE INFORMED TO SELLER/MSTC. MSTC WILL NOT BE RESPONSIBLE FOR ANY COMPLAINT IN THIS REGARD.**

## **GENERAL TERMS AND CONDITIONS:**

**THOUGH A FACILITY IS PROVIDED TO BIDDERS TO SELECT 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 IN SELECTING THE CATEGORY IN LIVE E AUCTION/LOT ON THE PART OF BIDDERS/BUYERS**

### **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, purchaser 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 in his own interest should remove the lot(s) by the specified time.
- E). 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.
- F). In the event of the Auctioneer being of opinion that bidders are forming a ring and fair prices are not being realized for stores offered in e-auction, the participator may stop the sale with the consent of the MSTC/Stockholder or his representative.
- G). MSTC/ Stockholder reserves the right to defer the decision on the highest bid received for a particular item or items and communicate it subsequently.
- H). 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.

## **MSTC PAYMENT (SERVICE CHARGE AS PER SALE ORDER)**

**Buyers are instructed to make MSTC Payment through E-PAYMENT mode ONLY. (Pls click on link given below)**

<http://www.mstcecommerce.com/auctionhome/RenderFileGeneralAuctions.jsp?file=BuyerManualforePayment.pdf>

**NO other mode of payment will be accepted**

## **SPECIAL TERMS AND CONDITIONS:**

- 1) MSTC Ltd. shall hereinafter be referred to as MSTC and PRINCIPAL as owners.
- 2) All the offers shall be valid for a period of 60 days from the date of closing of e-auction.
- 3) 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 complain 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) The successful bidders shall submit Earnest Money Deposit at MSTC by Bank Draft/ Pay order of any scheduled bank in favour of PRINCIPAL within seven days of e-auction whether on SOLD/STA basis. The EMD must be @ 10% of the net sale value quoted (excluding all taxes & duties) against each lot. Upon issue of 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.
- 5) 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.
- 6.0) 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.
- 6.1) 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.
- 6.2) 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.
- 7) The Rate must be quoted exclusive of all kinds of Duties and Taxes like Excise Duty, GST, TCS etc. These will be charged extra as applicable. Any variation in Excise Duty, GST or in any other kind of applicable tax and any fresh statutory levies will be borne by the buyers.
- 8) Bidder shall submit his/ their Income Tax clearance certificate (latest), partnership deed of organizations and when demanded by MSTC/ owners.
- 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 / 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.
- 10) 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.

11.0) PAYMENT PERIOD : The cost of each lot of materials along with all taxes and duties must be paid at MSTC by the buyer in one installment within 15 days from the date of acceptance letter by MSTC (including the date of issue)/22 days from the date of e-auction (including the date of auction), whichever is earlier.

The Sale Order shall clearly specify the break-up as well as the method of payments.

11.1) On receipt of full payment as specified above, MSTC shall issue Delivery Order.

11.2) 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.

11.3) 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.

11.4) Ground Rent: Customers are required to lift the material completely on clean sweep basis as to clear site failing 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.

11.5) 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.

12) MSTC/PRINCIPAL reserves the right to call all the eligible bidder (s) for revised bid along with requisite EMD for any lot.

13) 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.

14) 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 NEW USER. Participation in the eAuction 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.**

**15) 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.**