

Event Details						
Event No.	Opening Date & Time	Closing Date & Time	Inspection From Date	Inspection Closing Date	EMD Type	Auction Status
MSTC/WRO/INTERNATIONAL INSTITUTE FOR POPULATION SCIENCES MUMBAI/1/GOVANDI/24-25/10136  Event Type : General e-Auction   RCM YES	2024-06-18::12:00:00	2024-06-18::16:00:00	2024-06-03	2024-06-17	No EMD	Not Activated

Seller Details								
Seller /Company Name	Location	Street	City	Country	Telephone	FAX	Email	Contact Person
INTERNATIONAL INSTITUTE FOR POPULATION SCIENCES MUMBAI	GOVANDI	GOVANDI STATION ROAD DEONAR	MUMBAI	INDIA	02242372447	02225563257	manjirane@iipsindia.ac.in	MANJIRIRANE

LOT NO[PCB GRP]/LOT NAME	LOT Description	Quantity & UOM	GST	Location	Bid Valid Till (DD- MM- YYYY)
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<p>LOT No. 1</p> <p>LOT Name.1 lot of Used, Serviceable and unserviceable Furniture etc</p>	<p>1 lot of Used, Serviceable and unserviceable Furniture etc. Lot contains Revolving chairs, Cushioned chairs , Stainless steel chairs, Plastic chairs, Office table with metal frame, Metal Cot, Iron small ladder, Exercise machine, Exercise bench, projector stand, Wooden Cot, Wooden Teapoy, Wooden Table, Steel Racks of library books in dismantled condition, Wooden Single small puffy and small stool. NOTE:- The items indicated above may not be complete in all respects and are offered in as is where is basis. Bidders has to physically inspect the material and satisfy about the quality, quantity, condition and location of the material before bidding.Click</p>	1.0 LOT	As Applicab le	IIPS, Govandi, Mumbai State :Maharashtra	16-09-2024
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	here for Photos				
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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,

Pre BID EMD Procedure

**Special Note:**

1) Material is being sold on lot basis. Bidders has to physically inspect the material and satisfy about the quality, quantity, condition and location of the material before bidding.

2)The e-Auction shall be conducted under REVERSE CHARGE MECHANISM. Bidder has to pay GST under REVERSE CHARGE MECHANISM.

Pre BID EMD Procedure:The Bidders who wish to bid in this e-auction should submit Pre-Bid EMD(NEFT/RTGS) for each e- auction LOT (as per auction catalogue) through "Pay Pre Bid EMD Link" available in buyer's Login. PRE BID EMD should reflect in "EMD LEDGER" of buyer atleast one working day prior to e-auction date. Bidders with sufficient balance required to bid in respective lots available in EMD Ledger during live e-auction will only be allowed.

PRE BID EMD Refund to Unsuccessful bidders: FOR REFUND OF EMD CLICK ON THE BUTTON "EMD REFUND REQUEST" AFTER COMPLETION OF AUCTION BETWEEN 07:00 AM AND 12:00 NOON IN WORKING DAYS.REFUND OF THE PRE BID AMOUNT WILL BE DONE AUTOMATICALLY TO YOUR REGISTERED ACCOUNT WITHIN 7 WORKING DAYS.

# In any case, the pre-bid deposits remitted either RTGS/NEFT transfer and has not reflected in emd ledger of bidder,Bidders will not be allowed for participating in e-auction.No payment by any third party on behalf of the successful bidder/bidders shall be accepted. No interest shall be payable on the Pre-bid Deposit.

1.0 E-auction bids are invited for sale of above items on As is where isbasis and "no-complaint" basis only. Any quality/quantity issues will not be entertained later.

2.0 The word SELLER/PRINCIPAL wherever appearing meansINTERNATIONAL INSTITUTE FOR POPULATION SCIENCES MUMBAI or its authorized representative.

3.0 The word MSTC wherever appearing means the MSTC LIMITED, Mumbai (WRO) hereinafter referred to as SELLING AGENT OF SELLER.

4.0 The Word BIDDER wherever appearing means, firm or Company or any person duly registered with MSTC for the purpose which is interested in participating and purchasing the materials put up for sale in this e-auction.

5.0 The Word PURCHASER/BUYER wherever appearing means, firm or Company or any person duly registered with MSTC for the purpose, whose rate has been accepted by the SELLER/PRINCIPAL and the sale order has been issued in his/her favor.

6.0 This E-Auction sale is governed by the

GENERAL TERMS & CONDITIONS (GTC),

BUYER SPECIFIC TERMS & CONDITIONS (BSTC), AND

THE SPECIAL TERMS & CONDITIONS (STC) of the e-auction. In case of any conflict or difference among any provisions of GTC, BSTC & STC, the provisions of STC will supersede others in the particular e-auction.

7.0 The Special Terms & Conditions appearing on the day of e-auction under VIEW LIVE E-AUCTION are final and which may be downloaded.

8.0 E-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only.

9.0 The Buyers/Bidders who are interested to purchase the product under sale through e-auction should get themselves registered with MSTC as buyer for e-auctions before commencement of e-auctions.

10.0 RATE: - The Bidder shall quote/offer online on MSTC site on UOM (Unit of Measurement) basis exclusive of applicable levies. Applicable levies and duties during the pendency of the contract will be charged extra as ruling on the date of dispatch. Any increase/decrease in levies etc or imposition of any new duties & taxes by Statutory Authorities would be on the account of successful bidder(s) and payable by the successful bidder(s).

## **11.0 CONTACT PERSONS for inspection:**

11.1. Name: AR (Admin) : 02242372477/489 : manjirane@iipsindia.ac.in, saishpt@iipsindia.ac.in/ avadheshkumhar@iipsindia.ac.in

11.2 MSTC LIMITED, Mumbai (WRO): Sh Ashish Kumar, DM, Contact no.7230022882 , e-mail id: wroopn7@mstcindia.in. Address: MSTC Limited, (A Government of India Enterprises) 607, Raheja Centre, Nariman Point, Mumbai 400021.

12.0 The material list STC displayed under view forthcoming auctions on MSTC's e-auction website is tentative and subject to change at the sole discretion of MSTC/Seller before the start of e-auction. Bidder(s) should, therefore, download the material list and STC displayed only under view live auctions for their record purpose, if required, and bid accordingly.

13.0 MSTC/Seller shall have the right to issue addendum to the GTC or BSTC or STC 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.

## **14.0 INSPECTION OF LOT/DATE OF E-AUCTION:**

14.1 For inspection of materials, the interested Bidders may contact the stock holder as per inspection schedule as mentioned above.

14.2 The interested bidders will be permitted to inspect the lots which are at respective places shown above in the presence of concerned Officer or as specified contact person.

14.3 For inspection of materials, the seller/company name, date of commencement of inspection, name of contact official with their contact details are as mentioned above.

14.4 The buyer has to satisfy himself about the quality, quantity, duration (old or new) and conditions of the materials.

14.5 The auctioned items are being sold as SCRAP through e-auction.

15.0 MSTC/Seller reserves right to stop/postpone/cancel the e-auction at any stage without assigning any reason there for.

16.0MSTC/Seller reserves right to modify/alter/cancel/omit any of the above mentioned Terms and Conditions pertaining to the e-auctions as and when required.

#### 17.0 BIDDING PROCESS:-

(i) The bid value shall be the basic price of the material exclusive of all applicable Levies, Duties etc., in per UOM in INR.

(ii) Each e-auction lot is a separate entity for bidding. Bidders have to bid separately for each e- auction lot.

(iii)Auto Extension: E-Auction period will normally be of 4(four) hours duration subject to automatic extension. If any bid is received during the last 8 (eight) minutes before scheduled close of auction for any lot, its close time will get automatically extended by 8 minutes from the time of last bid in order to give equal opportunity to all bidders. Bidding will close for a particular lot either at the scheduled close time or till there will be a period of 8 (eight) minutes during which no bid has been recorded, whichever happens later.

iv) Bid Increment: While during normal and in the extended period of e-auction, bidders can increase bid minimum by Rs.1/-(One)/UOM or in multiple of Rs.1/- (One)/UOM.

v) Auto bid facility: In the e-auction, a bidder may give instruction to the computer to increase his bid by a fixed amount by clicking on the Auto bid button. Once the bidder clicks on the Auto bid button, the computer will ask for incremental value and maximum amount he is willing to bid. The bidder has to fill up these values and submit.

18.0 SELLER/MSTC will not provide any computer terminal for bidders and it is the whole responsibility of the bidders to arrange themselves.

19.0 The buyer(s) should not transfer the offer awarded to him/her/them to others and also no sub-contract is allowed. In case of deviation of any of the e-auction conditions, the offers shall be cancelled besides forfeiting the deposit amount and imposing penalty as decided by SELLER or its authorities.

20.0 E-AUCTION RESULT/STATUS: It 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. Immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Successful Bidder. 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.

21.0 It is the responsibility of the bidder to verify the status of his bids and pay the EMD accordingly.

**22.0 PAYMENT OF EMD/SD:** H1 Bidders, for all the lots, have to deposit the post bid EMD, within 7 days from the date of closing of e-auction. The bidder has to deposit post bid EMD equivalent to 10% of quoted Basic value of the confirmed lots in favor of MSTC Limited through e-payment option available in their login. Post auction EMD / SD will be adjusted against the material value. If buyer doesn't deposit post auction emd ,his pre bid will be forfeited. Pre bid emd will not be adjusted in balance payment or service charge ,Pre bid will be refunded after issuance of sale order if post auction emd deposited on due time without adjusting pre bid emd .

22.1 This Post auction EMD / SD in any case shall not carry any interest and the same shall be adjusted towards part of the material value in the final installment/payment.

22.2 The H1 buyers for Lots under STA basis have to submit Post Bid EMD after approval from seller.

22.3 Non-payment will result in automatic deactivation of Bidders Password. Although immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Successful Bidder it must be noted by the Bidders that such Sale Intimation Letter will be issued by MSTC only for the purpose of record and payment of Post-Bid EMD/SD will have to be made within the stipulated time. Bidders must, therefore keep a watch on their incoming e-mail. No hard copy of the Sale Intimation Letter (on Confirmed or STA basis) will be issued by MSTC. Post-Bid EMD/SD are adjustable towards material value.

22.4 It must be noted by the Bidders that such Sale order/acceptance Letter will be issued by MSTC only for the purpose of record and payment of balance sale value along with taxes and duties must be made within the above specified time. If the last date of payment happens to be the Bank/MSTC Holiday, the payment will be accepted on the next working day without late payment charge.

22.5 Print/Signed copies of AL/DO will not be issued. AL/DO will be send by email only, Bidders in their own interest should check their e-mail



regularly regarding any communication related to the specific e-auction.

22.6 MSTC will not be responsible for deactivation of the bidders log in because of delay in receipt of communication from the seller/Principal regarding receipt of EMD in sellers account. In case the bidders log in is deactivated because of delay in communication from the seller ,then bidder will directly take up the matter with the seller for giving communication to MSTC regarding receipt of EMD in their account. MSTC will issue AL/SO and activate log in of the buyer (in case it is deactivated) on getting written communication from registered official email of the seller.

23.0 DEFAULT IN PAYMENT OF EMD/SD: In case the successful Bidder fails to pay post bid EMD/SD, their pre-bid EMD (if any) will stand forfeited automatically. If the last date of payment happens to be the Bank/MSTC Holiday, the payment will be accepted on the next day.

#### **24.0 PAYMENT OF BALANCE SALE VALUE :**

In case of sold / confirmed lots the buyer will have to deposit balance material value within 15 calendar days from the date of issuance of acceptance letter( including the date) . The bidder has to deposit balance payment compulsorily in favor of INTERNATIONAL INSTITUTE FOR POPULATION SCIENCES MUMBAI through RTGS/NEFT only.

At the time of delivery, the actual quantity may vary +/- 10% from the quantity mentioned in the Delivery order.

AL/DO as the case may be will be issued only after getting confirmation regarding receipt of payment in account of the seller/Principal. MSTC will not be responsible for delay in issue of delivery order or imposition of penalty because of delay in receipt of communication from the seller/Principal regarding receipt of the balance material value in sellers account. In case late payment charges become applicable because of delay in communication from the seller ,than bidder will directly take up the matter with the seller for giving communication to MSTC regarding issuance of DO with or without late payment charges. MSTC will issue DO on getting written communication from registered official email of the seller regarding receipt of balance material value in their account and decision regarding waiver of late payment charges (in case of delayed communication from the seller).

25.0 DEFAULT IN PAYMENT OF BALANCE 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 late payment charges @ 1% per week or part thereof calculated on the Sale Value for a maximum period of two weeks. 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/Seller reserves the right not to accept the payment of the Balance Sale Value with or without additional charges after expiry of due payment time as mentioned above. If the buyer fails to pay the balance material value along with applicable Duties and Taxes late payment charges within above mentioned due date, then Post-bid EMD/SD of particular lot will stand forfeited automatically.

26.0 DELIVERY ORDER: On receipt of balance payment towards sale value along with taxes and duties, delivery order will be issued indicating the delivery period as under: The period of delivery will be 30 calendar days counted from the date of issue of Delivery Order including date of issue of Delivery Order. If the last date of delivery happens to be the closed Holiday for sellers, the delivery will be allowed on the next day without ground rent.

27.0 DELIVERY OF MATERIAL: For the purpose of taking delivery from the Seller's Location/Depot/Plant, the authorized representative of the Buyer i.e. the authorized Photo ID Card Holder, MSTC ID card should report to the Seller along with his original Photo ID Card or the said Photo ID Card Holder may depute any other Representative along with Authority Letter on Buyers Letter-Head after duly attesting the signature of his Representative along with a Self Certified/Notarized Photocopy of his Photo ID Card. The successful Bidder/Buyer must take prior permission from the principal before placement of vehicle for taking delivery of material.

28.0 DEFAULT IN DELIVERY: In case of delay in lifting beyond the above specified period, ground rent @ 1% per week or part thereof up to a period of 2 weeks will be charged by the seller in advance. In case the delay is beyond 2 weeks, the seller will have the option to grant further extension, in exceptional cases with/without additional ground rent, depending upon the circumstances for such delay or forfeit the entire amount paid towards this lot at their sole discretion.

29.0 GENERAL:

a) VALIDITY OF BIDS: All Bids will be valid for acceptance by MSTC for a period of 90 days from the date of closing of e-Auction, excluding the date of closing. After that seller has to take consent from buyer for extending bid validity.

b) PERIOD OF CONTRACT: Up to the validity period of the Delivery Order issued by MSTC/Seller or up to the extended period of validity of the Delivery Order/Release Order in case the Delivery period is extended by the Seller.

c) CAUTION IN SUBMISSION OF BID: 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/Seller in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of 0s /No of Digits/Unit of Measurement etc.) Rectify their bid (if required) before submitting their Bid into the live e-Auction 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. 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 / Seller from the Bidders.

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

30.0) REMOVAL OF SOLD MATERIAL: The materials sold shall be removed by the Buyers from any one side of the Lot as per the sole direction of the Seller and no segregation/pick and choose of items from the sold Lots will be permitted. For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel at their own cost and shall keep the Seller fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc. They must follow all safety rules in this connection wherever applicable. The buyer shall be liable for any violation of such rules.

31.0) DISMANTLING OF MATERIAL FOR LOADING: In case any cutting permission is required for dismantling operations, the same will have to be obtained by the Buyers from the Seller's authorized representative and it will be sole discretion of the Seller to allow or not to allow such cutting permission. In case such permission is granted by the principal, such operation has to be undertaken at buyers cost and risk only, to the extent of facilitating the loading and transportation of the goods. They must follow all safety rules in this connection wherever applicable. The buyer shall be liable for any violation of such rules.

32.0) ACCIDENT DURING DISMANTLING / REMOVING / LOADING / TRANSPORTATION AT Sellers PREMISES: While dismantling/removing/loading/transportation of materials at sellers premises ,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 of statutory regulations or rules and regulations applicable or otherwise on the part of the Bidder's / his representative or employees resulting in death or injury to any persons or damages to the property of Seller or any third Party then in such an event the Bidder will have to pay compensation to any such person including the employees of Seller for such injury / for damage to person's property of such persons. The Bidder shall in such and event keep the Seller fully indemnified from any demand, claims or proceedings made by any party.>

### 33.0 SALE OF HAZARDOUS WASTE TEMS:

33.1) Sale of Hazardous Waste items, namely Waste/used Oil and specified categories of Non-Ferrous Metal Waste will be governed by the Hazardous Wastes ( Management and Handling ) Rules, 1989 and its amendments, of the Central Government. Under Rule 7 (sub-rule 6) of the Hazardous Wastes Rules, in case of transport of hazardous wastes to a facility for treatment, storage and disposal existing in a State other than the State where hazardous wastes are generated, the occupier shall have to obtain No objection Certificate from the State Pollution Control Board or Committee of the concerned State or Union territory Administration where the facility is existing. Notarized copy of such NOC must be submitted before issue of delivery order within the specified time. The lots shall be delivered by the seller/owner to the successful MOEF/CPCB registered buyers after receiving the above NOC and also making necessary endorsement in respect of the quantity transacted in the original letter of MOEF/CPCB registration and Photostat copies of the endorsement shall be furnished to their State Pollution Control Board by the seller/owner.

33.2) Sale of Batteries shall be governed by the Batteries (Management and Handling) Rules, 2001 of the Central Government.. The lots shall be delivered by the seller/owner to the successful MOEF/CPCB registered buyers after making necessary endorsement in respect of the quantity transacted in the original letter of MOEF/CPCB registration and Photostat copies of the endorsement shall be furnished to their State Pollution Control Board by the seller/owner.

33.3) Sale of e-waste shall be governed by the e-waste (Management and Handling) Rules, 2016 of the Central Government. For Hazardous waste like e-waste, only those firms, which are registered as Recycler/dismantler of HAZARDOUS wastes/e-waste with ministry of Environment & Forest Central/State Pollution Control Board and fulfilling the conditions under rule 7 and 8 will be allowed to participate in the e-auction.

33.4) If the validity of Bidders MOEF/ CPCB Certificate expired on the Starting Date of e-Auction, then there is likelihood of his Password being deactivated. Therefore, interested bidder must ensure to produce a valid MOEF/CPCB renewal certificate photocopy to MSTC along with its

original for verification and return to get his Password duly activated before the Starting Date of e- Auction. Wherever after the award of the lot, validity of MOEF/CPCB Certificate expired, the bidder must submit copy of such certificate duly renewed by MOEF/CPCB within the stipulated time of payment of Balance Sale Value failing which the payment will not be accepted and the pre- post bid EMD/SD will stand automatically forfeited.

34.0) 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.

35.0) MSTC / Seller reserves the right to accept / reject any offer / bid, withdraw from sale, the materials offered for sale in full or part thereof prior to or after the acceptance of the bid without specifying any reason thereof.

36.0) **ARBITRATION:** 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.

37.0) **BLACK-LISTING :** 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.

38.0) **FORCE MAJEURE:** Seller/Principal shall not be liable for any failure or delay in performance due to any cause beyond their control including fire, floods, strikes, go-slow, lockout, pestilence dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, government actions, civil commotion, breakdown of machinery, shortage of labour, acts and demands or other cause conditions beyond control of aforesaid courses or not and the existence of such cause or consequences may operate at the sole discretion of Seller/Principal to extend the time of performance on the part of the Seller/Principal by the period as may be necessary to enable Seller/Principal to effect performance after the cause of delay will have ceased to exit. The provisions aforesaid shall not be limited or abrogated by any other terms of the e-auction whether printed or written.>

### 39.0) CAVEAT EMPTOR:

i). The quantity, quality, measurement and condition of the materials indicated are all approximate. Participation and bidding by anyone in this sale shall be treated as conclusive evidence of the fact that the party has inspected the materials offer for sale and satisfied himself in all respect regarding quantity, quality, measurement, weight and condition of materials, taxes and duties, local working condition and other extraneous factors and principle of Caveat Emptor (let the buyer beware) will apply. 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.

ii).Principal /MSTC does not give any warrantee or guarantee for the quality, chemical composition of the lot or about the end use or fitness for a particular purpose. The break ups of the quantities given in the material list are only indicative and without any guarantee. No complaint whatsoever about any shortage shall therefore be entertained.