

Auction Details

Auction No

MSTC/WRO/Commissioner Of Customs (General), Mumbai-I/2/Ballard Estate/18-19/10386[180960]

Opening Date & Time

17-07-2018::12:00:00

Closing Date & Time

17-07-2018::16:00:00

Inspection From Date

06-07-2018

Inspection Closing Date

16-07-2018

EMD Type

Not a Auto Prebid EMD Auction

Seller Details

Seller/Company Name

Commissioner Of Customs (General), Mumbai-I

Location

Ballard Estate

Street

New Custom House, Ballard Estate

City

Mumbai - 400001

Country

INDIA

Telephone

02222658231-325, 02222757762

Fax

02222757512

Email

acdisposalnch@rediffmail.com

Contact Person

Assistant Commissioner

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	GST	LOCATION
<p>Lot No: MM/08681</p> <p>Lot Name: Toyota Corolla</p>	<p>Lot No. : MM/08681 Brand : Toyota Corolla Ref. No. : DRI/1324/B/79/98 dtd. 14.12.98 File No. : S/CWH-D-Misc-31/2017 Left/Right Hand Stearing : RHS Chasis No. : N.A. Contact Person : Shri Amit Sharma, Prev. Officer, Ph.: 7016249014 Remark : The goods are offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity, quality and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988, and /or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order, no other document will be provided by the Department.</p>	1 NO	As Applicable / 28%	New Frere Basin State :Maharashtra
<p>Lot No: MM/09854</p> <p>Lot Name: Toyota Estima</p>	<p>Lot No. : MM/09854 Brand : Toyota Estima Ref. No. : DRI/BZU/E/15/98 Dtd.20.11.98 File No. : S/CWH-D-Misc-</p>	1 NO	As Applicable / 28%	New Frere Basin State :Maharashtra

	31/2017 Left/Right Hand Stearing : RHS Chasis No. : N.A. Contact Person : Shri Amit Sharma, Prev. Officer, Ph.: 7016249014 Remark : The goods are offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity, quality and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988, and /or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order, no other document will be provided by the Department.			
Lot No: 03 Lot Name: Nissan Serena F	Lot No. : N.A. Brand : Nissan Serena FX Ref. No. : DRI/BZU/E/45/98 Dtd.30.11.98 File No. : S/CWH-D-Misc- 31/2017 Left/Right Hand Stearing : RHS Chasis No. : KVNC23 002636 Contact Person : Shri Amit Sharma, Prev. Officer, Ph.:	1 NO	As Applicable / 28%	New Frere Basin State :Maharash tra

	<p>7016249014</p> <p>Remark : The goods are offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity, quality and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988, and /or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order, no other document will be provided by the Department.</p>			
<p>Lot No: MM/09109</p> <p>Lot Name: Toyota Town Ace Super Extra Diesel Turbo</p>	<p>Lot No. : MM/09109 Brand : Toyota Town Ace Super Extra Diesel Turbo Ref. No. : DRI/BZU/SPL/03/98 dtd. 09.12.98 File No. : S/CWH-D-Misc-31/2017 Left/Right Hand Stearing : RHS Chasis No. : N.A. Contact Person : Shri Amit Sharma, Prev. Officer, Ph.: 7016249014</p> <p>Remark : The goods are offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity, quality</p>	1 NO	As Applicable / 28%	New Frere Basin State Maharashtra

	and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988, and /or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order, no other document will be provided by the Department.			
Lot No: MM/8680 Lot Name: Toyota Cressida	Lot No. : MM/8680 Brand : Toyota Cressida Ref. No. : DRI/BZU/E/15/98 dt. 20.11.98 File No. : S/CWH-D-Misc-31/2017 Left/Right Hand Stearing : RHS Chasis No. : RX70-0012954 & IHD Contact Person : Shri Amit Sharma, Prev. Officer, Ph.: 7016249014 Remark : The goods are offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity, quality and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not	1 NO	As Applicable / 28%	New Frere Basin State :Maharashtra

	responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988, and /or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order, no other document will be provided by the Department.			
Lot No: NN/0454 Lot Name: Toyota Sprinter	Lot No. : NN/0454 Brand : Toyota Sprinter Ref. No. : DRI/BZU/E/15/98 Dtd.17.03.99 File No. : S/CWH-D-Misc-31/2017 Left/Right Hand Stearing : RHS Chasis No. : 30929 Contact Person : Shri Amit Sharma, Prev. Officer, Ph.: 7016249014 Remark : The goods are offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity, quality and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988, and /or	1 NO	As Applicable / 28%	New Frere Basin State :Maharashtra

	the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order, no other document will be provided by the Department.			
Lot No: 07 Lot Name: Toyota Corolla S.E. Limited	Lot No. : N.A. Brand : Toyota Corolla S.E. Limited Ref. No. : DRI/1324/145/98 dtd. 5.11.98 File No. : S/CWH-D-Misc-31/2017 Left/Right Hand Stearing : RHS Chasis No. : N.A. Contact Person : Shri Amit Sharma, Prev. Officer, Ph.: 7016249014 Remark : The goods are offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity, quality and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988, and /or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order, no other document will be provided by the Department.	1 NO	As Applicable / 28%	New Frere Basin State Maharashtra

<p>Lot No: 08</p> <p>Lot Name: Mitsubishi Kneissl</p>	<p>Lot No. : N.A. Brand : Mitsubishi Kneissl RVR-2 Ref. No. : DRI/1324/B/79/98 dtd. 23.11.98 File No. : S/CWH-D-Misc-31/2017 Left/Right Hand Stearing : RHS Chasis No. : N.A. Contact Person : Shri Amit Sharma, Prev. Officer, Ph.: 7016249014 Remark : The goods are offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity, quality and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988, and /or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order, no other document will be provided by the Department.</p>	1 NO	As Applicable / 28%	New Frere Basin State Maharashtra
<p>Lot No: MH-01-ZA-114</p> <p>Lot Name: Tata Indigo</p>	<p>Lot No.:MH-01-ZA-114 Brand: Tata Indigo(Model No. 2009)(Condemned Vehicle) Ref. No. : S/43-140/2017 MTO CHS File No.: S/CWH-D-MISC-</p>	1 NO	As Applicable / 28%	New Customs House, Ballard Estate, Mumbai State

	<p>AUCTION-111/2017-18 Left/Right Hand Stearing : RHS Chasis No.: Chassis No. MAT6013019WD18366 & Engine No. 475SI51DQZP46164 Contact Person : Smt Vrinda Pathak: 9930698199/02222757761 Remarks:The goods are offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity,quality and other physical parameters including required NOC,if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988,and/or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order,no other document will be provided by the Department.</p>			:Maharash tra
<p>Lot No: MH-01-ZA-115</p> <p>Lot Name: Tata Indigo</p>	<p>Lot No.: MH-01-ZA-115 Brand : Tata Indigo(Model No. 2009)Condemned Vehicle Ref. No.: S/43-140/2017 MTO CHS File No.: S/CWH-D-MISC- AUCTION-111/2017-18 Left/Right Hand Stearing: RHS Chasis No.:Chassis No.</p>	1 NO	As Applicable / 28%	<p>New Customs House, Ballard Estate, Mumbai State :Maharash tra</p>

		MAT6013019WD18372 & Engine No. 475SI51DQZP46169 Contact Officer: Smt Vrinda Pathak: 9930698199/02222757761 Remark:The goods are offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity,quality and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988,and /or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order,no other document will be provided by the Department.			
Lot No: MH-01-ZA-116 Lot Name: Tata Indigo	Lot No.:MH-01-ZA-116 Brand: Tata Indigo(Model No. 2009)Condemned Vehicle Ref. No.: S/43-140/2017 MTO CHS File No.: S/CWH-D-MISC-AUCTION-111/2017-18 Left/Right Hand Stearing: RHS Chasis No.:Chassis No. MAT6013019WD18452 & Engine No. 475SI51DQZP46716 Contact Officer: Smt Vrinda	1 NO	As Applicable / 28%	New Customs House, Ballard Estate, Mumbai State :Maharashtra	

	Pathak: 9930698199/02222757761 Remark:The goods are offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity,quality and other physical parameters including required NOC,if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988,and /or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order,no other document will be provided by the Department.			
Lot No: MH-01-ZA-348 Lot Name: Maruti Zypsy	Lot No.:MH-01-ZA-348 Brand: Maruti Zypsy (Model No.:2009)Condemned Vehicle Ref. No.: S/43-140/2017 MTO CHS File No.: S/CWH-D-MISC-AUCTION-111/2017-18 Left/Right Hand Stearing: RHS Chasis No.:Chassis No. MA5EGF41S00247442 & Engine No. G13BBN499671 Contact Officer:Smt Vrinda Pathak: 9930698199/02222757761 Remark:The goods are	1 NO	As Applicable / 28%	New Customs House, Ballard Estate, Mumbai State :Maharashtra

		offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity, quality and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988, and /or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order, no other document will be provided by the Department.			
Lot No: MH-01-Y-260	Lot Name: Ambassador	Lot No. : MH-01-Y-260 Brand : Ambassador (Model No. 1999)Condemned Vehicle Ref. No. : V/DGST/Vehicles/Misc/435/2015 File No. : S/CWH-D-MISC-AUCTION-83/2017 Left/Right Hand Stearing : RHS Chasis No. : Chassis No. ABY 798026 & Engine No. 3ELBY 055237 Contact Person : Ganesh Padte Ph.9892894187 Remark : The goods are offered for sale on as is where is basis and what is there basis at buyers risk without any guarantee as regards to quantity, quality	1 NO	As Applicable / 28%	Parking Lot situated at Parimal Chambers, Jijibhoy lane, Parel, Lalbaug, Mumbai - 400012 State :Maharashtra

	and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988, and /or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order, no other document will be provided by the Department.			
<p>Lot No: 14</p> <p>Lot Name: STAINLESS STEEL SECONDARY SHEETS</p>	<p>File No. : S/CWH-D-SPL-DR-NIMAWH/1142/2016 Ref File No.: NSHB 04/2016 Dt. 20.07.2016 SG/MISC-32/AC/2013 SIIB(X) F.No.SG/MISC-01/2016-17 SIIB(X-1) PT S/26-MISC-324/2013-14 GR.IV S/10-ADJN. 30/2015-GR.IV</p> <p>STAINLESS STEEL SECONDARY SHEETS (Stainless Steel Secondary Sheets, Made in Canada, (Size-4'3"X4'X3mm thick) CR & HR Steel secondary Sheets, 10 pallets Grade 304, 316,430</p> <p>Qty : 10 pallets CR-14210kgs HR-5040kgs = total weight 19250 kgs Contact Person : Smt Vrinda Pathak : 9930698199 / 02222757761 Remark : The goods are</p>	1 NO	As Applicable / 28%	NIMA Warehouse State Maharashtra

	<p>offered for sale on as is where is basis and what is there basis without any guarantee as regards to quantity, quality and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery</p>			
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Total No of Lots = 14

Special Terms & Conditions

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

ADDITIONAL TERMS:

IMPORTANT NOTE: a. The goods are offered for sale on 'as is where is basis' and 'what is there basis' at buyer's risk without any guarantee as regards to quantity, quality and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery. The department takes no responsibility regarding registration of the vehicle under Motor Vehicle Act 1988, and /or the vehicle will be allowed to ply on Roads unless allowed by the appropriate authorities. Except Delivery Order, no other document will be provided by the Department.

1. ONLY THOSE BIDDERS WHO ARE REGISTERED WITH GST AUTHORITY AND HAVING VALID GST REGN NO.SHOULD PARTICIPATE IN THIS AUCTION.

2. Successful bidders have to make sure that their GST no. is updated in MSTC's record. If it is not updated, the same has to be made updated by giving relevant document to MSTC for necessary action.

3. AS PER NOTIFICATION NO.36/2017 CENTRAL TAX (RATE) DTD 13.10.2017 AND NOTIFICATION NO.37/2017 INTEGRATED TAX (RATE) DTD 13.10.2017,PRINCIPAL/SELLER BEING GOVT.UNIT, GST AND CESS ON GOODS WILL BE DEPOSITED BY BUYER UNDER REVERSE CHARGE MECHANISM.IT IS THE RESPONSIBILITY OF THE BUYER TO SUBMIT COPY OF CHALLAN AND TRUE COPY OF GST CERTIFICATE TO THE PRINCIPAL BEFORE TAKING DELIVERY.

4. The GST as applicable on the date of delivery shall be paid by the successful

bidder and the GST and Cess on such Goods shall be paid on Reverse Charge basis by the Registered Recipient.

5. The bidders shall be sole responsible for remitting the GST as per the DO and any statutory liability in this regard will be the responsibility of the successful bidder and no liability whatsoever shall be borne by the seller/ MSTC.

6. Bidders are mandatorily required to inspect the materials and get all their queries clarified from Customs/MSTC prior to the e-auction. It will be deemed that before bidding, bidders have inspected the materials and have got all their queries regarding quality, quantity, expiry date of goods, if any, necessary licenses and permits etc clarified upto their satisfaction. No complaint whatsoever shall be entertained afterwards as the goods are being auctioned on "As is Where is Basis" and "No Complaint Basis"

7. Successful buyer will be required to deposit Full Payment within 8 days from the Date of Acceptance of Bid. SD payment @ 25% to be deposited by buyer within 3 Days from the Date of Acceptance of Bid and Balance Payments and taxes/duties thereafter within the next five days.

8. The consignments put up for auction are subject to compliance of statutory requirements, wherever required as on the date of delivery.

9. The goods are offered for sale on 'as is where is basis' and 'what is there basis' without any guarantee as regards to quantity, quality and other physical parameters including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery

10. 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.

11. The Commissioner of Customs (General) may withdraw any lot from auction or tendering at any time or cancel the same at any stage prior to the delivery of the goods.

12. In case of e-Tender interested buyer can submit their bid through e-Tender only once.

13. Permission/No Objection Certificate is required to be taken by the buyer from the concern authorities as specified in respective Lot description.

14. Buyers may refer to 'Bidder's Manual' for instructions on bidding process in eAuction/eTender.

1.0) IMPORTANT TERMS:

<1.1>The goods are offered for sale on 'as is where is basis' and 'what is there basis' without any guarantee as regards to quantity, quality and other physical parameters

including required NOC, if any. Bidders are advised to inspect the lot carefully before bidding and CUSTOMS is not responsible for any discrepancy regarding goods noticed at the time of delivery.

1.2 Arrangement Instrument (Where more than one bank is involved) will not be accepted. Instruments drawn on ANY Co-operative bank shall not be accepted. Such instruments shall be returned back without any action being taken on them.

1.3) Payment Of Post-Bid EMD/SD: Within 3 (THREE) days from the date of closing of e-Auction by the highest Bidder whose bid is accepted on Confirmed basis, Non-payment will result in cancellation of bid & automatic deactivation of Bidder's Password.

1.4) Payment of balance Sale Value with Duties & Taxes: Within 5 (FIVE) working days from the date of issue of Acceptance Letter/ Sale Order by MSTC (after receipt of Post-Bid EMD/SD from the Bidder).

1.5) e-Auction Result/Status: The status of the highest bids having been accepted or Pending basis must be personally seen by the Bidders online through the link "Auction Lot Status" immediately after closing of e-Auction and payment of Post-Bid EMD/SD must be made accordingly.

1.6) Email Address of Bidders: This must always be kept valid, failing which Bidders will be liable for non-compliance of payment or any other instruction issued by MSTC to them by email.

Customs does not accept Payments vide RTGS/NEFT. Hence only DD/PO have to be submitted.

2.0) CONTACT PERSON OF SELLER / STOCK-HOLDER:(1) Asst. COMMISSIONER, Disposal Unit (G), Telephone: 022-22757762, 022-22658231-325 for making suitable arrangements in regards to physical inspection of the subject goods, who are the Owner / Seller / Stockholder of Goods, hereinafter referred to as PRINCIPAL. MSTC Ltd. (the Selling Agent of the PRINCIPAL) will be hereinafter referred to as MSTC. (Contact Person of MSTC: Ms. Archana Juneja, Asst. Manager ,Tel: 022-22872011, email id-archana@mstcindia.co.in).

3.0) CAUTION : 3.1) 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.) rectify their bid (if required) before submitting their Bid into the live 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.

3.2) The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the "Live" 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 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 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. Principal 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.

3.3) 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.

3.4) 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.

3.5) 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.

4.0) INSPECTION OF MATERIALS: All the materials put up for sale through e-Auction will be sold strictly on "As is where is basis" and "No Complaint basis". MSTC / PRINCIPAL reserve the right to accept / reject any offer / bid without specifying any reason thereof. All quantities are only estimates and without any guarantee. Inspection, limited to visual checking only, will be allowed with prior appointment from the PRINCIPAL. Any clarification required may be sought by the Bidders from the PRINCIPAL at the time of inspection, and no dispute regarding the material or its physical conditions / location will be entertained thereafter.

5.0) VALIDITY OF BIDS All Bids will be valid for acceptance by MSTC for a period of 60 (sixty) days from the date of closing of e-Auction, excluding the date of closing. In case the 60th day falls on a holiday or remains closed for MSTC, such Bids will be deemed to be automatically extended to be valid upto the next working day of MSTC.

6.0) SALE RESULT/ INTIMATION 6.1) All sales will be subject to Reserve Price (RP) fixed/subject to approval by the PRINCIPAL. The PRINCIPAL also has the option to fix a lower limit of the RP for an individual Lot. Such lot will not be declared "sold" on final bidding but declared "pending" during e-auction irrespective of reserve price comparison. The sale acceptance will be intimated by the Principal within 7 working days from the date of e-Auction.

6.2) Once bid is confirmed/ accepted, buyer has to make payment accordingly within 3 (THREE) days from the date of Confirmation/ Acceptance

6.3) It will be the Bidder's responsibility to personally see the result of eAuction by

seeing and downloading the "Auction Lot Status" from the Website immediately after Closing of eAuction which will be displayed upto 7 (Seven) days from the date of Closing of eAuction (excluding the date of closing of eAuction). The "Auction Lot Status" will show whether any Lot has been won by the Bidder on Confirmed or PENDING Basis. The successful Highest Bidder for Confirmed shall have to pay the prescribed EMD/Security Deposit within the prescribed time counted from the date of Closing of eAuction (excluding the date of closing). Although immediately after closing of eAuction, 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 counted from the date of Closing of eAuction irrespective of the date of issue of the Sale Intimation Letter by email. Bidders must, therefore keep a watch on their incoming e-mail. Normally no hard copy of the Sale Intimation Letter will be issued by MSTC.

7.0) POST-BID EMD/SECURITY DEPOSIT (SD): 7.1) The successful Bidder shall have to deposit Post-Bid EMD/SD within stipulated time as per Clause 1.1 above counted from the date of Closing of eAuction (excluding the date of closing and irrespective of the date of issue of Sale Intimation Letter) as follows: - Post-Bid EMD/SD will be @ 25% of the Sale Value for Lots Sold on Confirmed basis.

7.2) Post-Bid EMD/SD by way of PO / DD of any Scheduled Bank favouring the PRINCIPAL must be submitted to MSTC, Mumbai or any office of MSTC (see details of MSTC's Regional / Branch Offices on MSTC's Website). Post-Bid EMD/SD is adjustable towards material value only after receipt of the balance material value alongwith applicable Duties & Taxes within the due date, failing which the Post-Bid EMD/SD will be forfeited.

7.3) If the successful highest Bidder fails to pay the Post-Bid EMD/SD in time, then his Password will be deactivated and shall normally be DEBARRED for a minimum period of 6 (six) months from participating in all eAuctions and disposal sales by MSTC on behalf of this PRINCIPAL and, his Registration Fee will be forfeited. While considering his request for reactivation which will be at the sole discretion of MSTC, all facts including the number of PRINCIPALS / eAuctions / Lots for which he had failed which are germane will be taken into account. MSTC at its sole discretion may take recourse to any of the following options for sale of the unsold Lot: a)The Unsold Lot may be put up for re eAuction at the sole discretion of MSTC without Pre-Bid EMD (Earnest Money Deposit) OR with Pre-Bid EMD as may be deemed fit by MSTC. b)The H-2 Bidder may be asked to match the H-1 Bid alongwith submission of requisite EMD / SD within a period as may be prescribed by MSTC. c)In case of default in payment of EMD/SD and / or balance Sale Value with Duties and Taxes by the successful higher Bidder, MSTC reserve the right to invite Bids for the respective Lot from all the other Bidders of the concerned Lot (other than the defaulting Bidder) OR all registered customers in sealed covers alongwith the prescribed EMD/Security Deposit within the time stipulated by MSTC for finalizing the sale or to take any other action as may be deemed fit in consultation with the PRINCIPAL. d)MSTC may take any other action as may be deemed fit by the PRINCIPAL.

7.4) Delayed payment of Post-Bid EMD/SD may be accepted depending on the circumstances of the case or urgency of disposal in consultation with the Principal with such penalty as may be deemed fit by MSTC. This shall however not confer any right to the Bidder to make any Late Payment of Post-Bid EMD/SD.

7.5) In case the successful Bidder pays the EMD/SD, but fails to pay the balance material value alongwith applicable Duties and Taxes within the due date, then his EMD/SD will be forfeited.

8.0) PAYMENT OF BALANCE SALE VALUE & DUTIES & TAXES:

8.1) On receipt of Post-Bid EMD/SD from the successful Bidder, Sale Order / Acceptance Letter will be issued by MSTC to him advising him to deposit the balance material value alongwith all applicable Duties & Taxes to any of the Offices of MSTC within 5 (Five) days from the date of issue of Sale Order / Acceptance Letter by MSTC (including the date of issue). The entire balance Sale Value will have to be paid by the Buyer in one lump-sum and no installment payment will be allowed, unless otherwise stipulated in the Lot / Item Details.

8.2) In case of installment payment being allowed as per stipulation in the Lot / Item Details, the first installment will have to be paid within 5 (Five) days from the date of issue of Sale Order/Acceptance Letter by MSTC and subsequent installments at 15 (Fifteen) days interval or as may be stipulated in the Lot/Item Details and the Post-Bid EMD/SD (Security Deposit) will be proportionally adjusted in each installment.

8.3) The mode of payment will be as stipulated in the Sale Order / Acceptance Letter and the payment will have to be submitted by the Buyer to MSTC, Mumbai or any office of MSTC for collecting the Delivery Order.

8.4) Normally all sale will be treated as Local Sale & the Buyer shall have to pay VAT/Sales Tax as per the Local Sales Tax Act/Rules/Tariff of the concerned State where the materials are lying & sale against 'C' Form/CST will not be allowed. However in those cases where the PRINCIPAL is registered with the Sales Tax Authorities as a Dealer and subject to the permission of such PRINCIPAL, Buyer's request for sale against 'C' Form/CST may be considered at the sole discretion of the PRINCIPAL and in the event of the PRINCIPAL not agreeing to the same, Buyer will have to pay the Local Sales Tax/VAT as per the applicable rate and no representation in this regard will be entertained by MSTC/PRINCIPAL.

8.5) The balance payment will have to be submitted by the Buyer to MSTC by PO/DD of any Scheduled Bank as stipulated in the Sale Order / Acceptance Letter. The necessary instructions as to in whose favour the POs/DDs have to be made by the Buyer for the payment of Balance Sale Value, Duties and Taxes etc. will be stipulated in the Sale Order / Acceptance Letter.

9.0) **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 only subject to CUSTOMS approval with additional charges @ 1% per week or part thereof calculated on the Full 100% Sale Value for a minimum period of one week or multiple thereof. 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 reserves 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.

10.0) **DELIVERY:** 10.1) On payment of balance Sale value by the Buyer alongwith applicable Duties and Taxes to any of the MSTC offices, the Buyer shall obtain Delivery Order from MSTC on producing his e-Auction Photo ID Card. In case the Photo ID Card holder deposes any Representative to collect the Delivery Order, he should attest and authorize the signature of his Representative on his letter-head alongwith a self-certified Notarised Photocopy of his Photo ID Card. Delivery Period will be 7 (seven) days counted from the date of issue of Delivery Order by MSTC/date of issue of Release Order by PRINCIPAL as the case may be (including the date of issue) in all cases. In those cases where the Balance Sale Value is paid within time but the Buyer delays the payment of applicable Duties and Taxes, the Delivery period will be counted from the date of payment of Balance Sale Value.

10.2) Every Bidder registered with MSTC for eAuction participation has been issued a Photo ID Card duly authorized by MSTC and containing the specimen signature of the Authorised Representative of the Bidder's Firm. For the purpose of taking delivery from the PRINCIPAL's Location/Depot/Plant, the Authorised Representative of the Buyer i.e. the authorized Photo ID Card Holder should report to the PRINCIPAL alongwith his original Photo ID Card or the said Photo ID Card Holder may depute any other Representative alongwith Authority Letter on Buyer's Letter-Head after duly attesting the signature of his Representative alongwith a Self Certified/Notarised Photocopy of his Photo ID Card. The successful Bidder/Buyer shall co-ordinate the date and time with the PRINCIPAL in advance and take prior appointment before placement of Trucks to ensure speedy removal of materials.

10.3) The materials sold shall be removed by the Buyers from any one side of the Lot as per the sole direction of the PRINCIPAL and no segregation of items from the sold Lots will be permitted.

10.4) In case any hot-work permission is required for dismantling operations, the same will have to be obtained by the Buyers from the PRINCIPAL's authorized representative before lifting and it will be sole discretion of the PRINCIPAL to allow or not to allow such hot-work permission at Buyers cost only to the extent of facilitating the loading and transportation of the goods.

10.5) For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel and shall keep the Principal fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc.

10.6) While removing materials, 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 within Principal's premises, 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 Principal or any third Party then in such an event the Bidder will have to pay compensation to any such person including the employees of Principal for such injury / for damage to person's property of such persons. The Bidder shall in such and event keep the Principal indemnified from any demand, claims or proceedings made.

11.0) DEFAULT IN LIFTING: 11.1) In case of any Default in lifting of materials by the Buyer within the prescribed free time limit, the outstanding material may be lifted within 14 (Fourteen) Days from the due date subject to payment of Ground Rent by the Buyer directly to the PRINCIPAL for the period of delay. All matters relating to charging of Ground Rate will be decided by the CUSTOMS.

11.2) In case of Goods sold on Lot Basis, the Ground Rent will be calculated 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.

11.3) However it must be noted by the Bidders that it will be the sole discretion of the PRINCIPAL 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.

12.0) STATUTORY PAYMENTS: The rate of Excise Duty, Sales Tax/VAT Income Tax, Education Cess or any other statutory Duty / Tax / Levy / Charge etc. will be applicable

and payable by the Buyer as prevailing on the date of actual physical delivery of materials. The rates of Duties and Taxes displayed on the e-Auction Website are only indicative and based on the rates prevailing before the commencement of the e-Auction. Successful Bidders shall have to pay Income Tax by way of TCS @1.0% plus 10% Surcharge and 3% Education Cess on all Scrap items purchased for trading as per Section 206 C of IT Act 1961. The TCS will be calculated on the gross Sale Value i.e. Material Value plus Excise Duty (if any) & Sales Tax/VAT. Parties eligible for Tax Exemption or Lower Rate of Tax should produce prescribed Certificate from Income Tax Assessing Officer at the time of payment. Notarised Photocopy to be given alongwith Original, the latter will be returned after verification. Manufacturers who are exempted from paying Income Tax, must submitted Certificate to the PRINCIPAL/MSTC as per the format prescribed U/S 206 - (C) of Income Tax Act 1961 at the time of paying the Balance Sale value. All successful Bidders must submit their Income Tax PAN No. at the time of making the payment of balance sale value.

13.0) PERIOD OF CONTRACT: Upto the validity period of the Delivery Order / Release Order issued by MSTC / PRINCIPAL or upto the extended period of validity of the Delivery Order / Release Order in case the Delivery period is extended by the PRINCIPAL at his sole discretion as the case may be.

14.0) Bidders shall be deemed to imply that the Bidder undertakes not to export the Goods outside the territory of India, failing which the sale will be liable for cancellation.

15.0) 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.

16.0)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.

17.0)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