

Auction Details		
Auction No	MSTC/BLR/INDIAN INSTITUTE OF HORTICULTURAL RESEARCH/2/HESSARGHATTA/19-20/34287[241262]	
Opening Date & Time	06-02-2020::11:00:00	
Closing Date & Time	<b>Scheduled Time</b> <u>06-02-2020::15:30:00</u>	<b>Closed At</b> <u>06-02-2020::15:30:00</u>
Inspection From Date	23-01-2020	
Inspection Closing Date	05-02-2020	
EMD Type	<b>No EMD</b>	

Seller Details	
Seller /Company Name	INDIAN INSTITUTE OF HORTICULTURAL RESEARCH
Location	HESSARGHATTA
Street	HESSARGHATTA LAKE POST
City	BANGALORE-560089
Country	INDIA
Telephone	9123086100,
Fax	08028466291
Email	purchase.ihr@icar.gov.in
Contact Person	Shri. R.G. Ramesh

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
<b>Lot No. :1</b>	Condemned bus bearing Registration No. KA-04-A-2012 <a href="#">CLICK HERE FOR ANNEXURE</a>	1.0 NO	As Applicable /18.0%	ICAR-IIHR,Hessarghatta,Bangalore State :Karnataka
<b>Lot Name</b> :Condemned bus bearing Registration No. KA-04-A-2012				
<b>Lot No. :2</b>	Condemned bus bearing Registration No. KA-04-A-2325 <a href="#">CLICK HERE FOR ANNEXURE</a>	1.0 NO	As Applicable /18.0%	ICAR-IIHR,Hessarghatta,Bangalore State :Karnataka
<b>Lot Name</b> :Condemned bus bearing Registration No. KA-04-A-2325				

**Total No of Lots = 2**

### **SPECIAL TERMS & CONDITION**

**THE E-AUCTION SALE IS GOVERNED BY THE GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND SPECIAL TERMS & CONDITIONS (STC) OF THE E-AUCTION. INCASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF STC WILL SUPERCEDE OTHERS IN THE PARTICULAR E-AUCTION.**

[CLICK FOR GTC](#) [CLICK FOR BSTC](#)

[CLICK HERE FOR SPECIAL TERMS & CONDITIONS](#)

[CLICK HERE FOR PHOTOS](#)

THE TERMS & CONDITIONS INCLUDING THE LIST OF MATERIALS APPEARING ON THE DATE OF E-AUCTION IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS, THE SAME MAY PLEASE BE DOWN LOADED FOR ANY FURTHER REFERENCE.

**Contact Official of MSTC : Mr. SATYA SINGH, SM, MSTC, Bangalore (Ph. Nos.080-22260054/22266417/9453188305)**

**Contact Official of IHR : Sri. R.G. Ramesh, Mobile No. is 9444354739**

**Quantities are indicative and may vary +/- 25%.**

**Sale is on "AS IS WHERE IS AND NO COMPLAINT BASIS". No complaint regarding quality, quantity, or composition of the material will be entertained.**

**1. INDIAN INSTITUTE OF HORTICULTURAL RESEARCH,HESSARGHATTA** the owner / seller, will be hereinafter referred to as PRINCIPAL and MSTC Ltd., the Selling Agent of PRINCIPAL will be hereinafter referred to as MSTC. Wherever the word Buyer, Purchaser, Successful Bidder are indicated, it will be referred to as Successful Bidder.

**2. VALIDITY OF BIDS:** All bids will be valid for acceptance by MSTC for a period of 30 (THIRTY) calendar days from the date of closing of E-Auction, excluding the date of closing. In case the 30th 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.

**3. INSPECTION:** The intending bidder or his authorized representative may inspect the materials during office hours on any working day of Principal between 10:00 AM to 03:00 PM at the location specified with the prior permission from the PRINCIPAL. The bidders / customers shall carry the photo identification card issued by MSTC, without which inspection will not be permitted. In case the bidders / customers send their authorized representative for inspection, they will be permitted subject to their producing the authorization letter and photo identification card (issued by MSTC). The detailed description of all lots including list of spare parts, if any, are available at site.

**4.** The description / quality indicated are approximate and furnished to enable bidders to quote their rates. Bidders are advised to quote their rates only after inspection of items at site. But neither the sale could be invalidated nor the bidder can make any claim/ compensation whatsoever on account of any defect in description, deficiency in the quantity and quality. Notwithstanding anything contained in the E-Auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale is on as is where is basis only. PRINCIPAL/MSTC, do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. Goods / Equipment will be sold in as is where is condition and the whole items shall be taken delivery from the site by the successful bidders with its faults, errors in description if any. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of CAVEAT EMPTOR (let the buyer beware) will apply.

**5.** Conditional offers will not be accepted / entertained.

**6.** The items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer. PRINCIPAL / MSTC will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lots as put up for sale subject to change by nature's wear and tear. No complaint regarding quality or misdescription for the materials sold will be entertained once the bid has been accepted.

**7. GST:** Goods and Service tax (GST) as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this E-Auction shall be payable by the successful bidders

to MSTC Limited before taking delivery of materials. The present rate of GST applicable is indicated in this E-Auction list.

**8. TAX COLLECTED AT SOURCE:** Income tax as applicable

**9. EARNEST MONEY DEPOSIT:** It is the responsibility of the Bidders to check the status of their bids after the closing of the e-Auction and pay the EMD amount accordingly. EMD payable within 7(Seven) calendar days from the date of closing of e-auction in case of accepted/sold lots and from the date of confirmation of acceptance in case of lots under STA. The bidder has to deposit EMD equivalent to 25% of quoted Basic value of the confirmed lots, failing which the Login of the party will be deactivated and in addition to that other actions may be taken as deemed fit by Principal/MSTC and the offer will stand withdrawn. The EMD amount will be adjusted against the material value. EMD amount shall be adjusted only after completion of 75% allotted quantity. Wherever payment is accepted on installment basis the EMD amount will be adjusted with the last installment.

The EMD Amount is to be Paid Directly to Indian Institute of Horticultural Research's Account. Account details are : Bank Name :STATE BANK OF INDIA Branch : Siddeshwara Complex A/c No : 37578009241 IFSC Code : SBIN0041187

**10. ISSUANCE OF SALE ORDER:** On receipt of EMD a Sale Order/Acceptance Letter will be issued by MSTC for sold lots.

**11. PAYMENT:** In case of sold / confirmed lots the buyer will have to deposit balance material value except service charge, after adjustment of the EMD amount, along with GST, IT and other taxes & duties if any, as per the Sale Order, within 15 (Fifteen) calendar days from the date of Sale Order. Any statutory variations of rate of Taxes/Duties are to be borne by the purchaser.

The Balance AMOUNT is to be Paid Directly to Indian Institute of Horticultural Research's Account. Account details are : Bank Name :STATE BANK OF INDIA Branch : Siddeshwara Complex A/c No : 37578009241 IFSC Code : SBIN0041187

The service charge amount is to be paid in MSTC's account using e-payment gateway provided at buyer log in. After making the payment, buyer has to intimate mentioning the UTR details for verification.

In case of delay late payment penalty @ 1% per week or part thereof will be charged on the balance material value, **upto a maximum period of 1 (One) week only** and thereafter the EMD will stand forfeited without any notice. In case, the last day of payment happens to be a Closed Holiday for MSTC or Banking Institutions, the next working day will be taken as the day of payment without late payment charges.

**12. DELIVERY TERMS:** The Delivery Orders will be issued after receiving of the above mentioned payments. Delivery has to be taken within 30 calendar days from the date of the ACCEPTANCE LETTER/SALE ORDER (excluding the date of issue)/ as mentioned above in Lot Description and the same includes the time period required for receiving the payment by PRINCIPAL from MSTC and realization of the same. The delivery of material will be given after receipt of the payment by Principal.

In case of delay in lifting the material, **ground rent @ 1% per week will be charged up to 1 (ONE) week only** and thereafter the EMD will stand forfeited without any notice. If the last date of delivery falls on a holiday of Principal, the next date of delivery will be the immediate next working day of Principal. Materials sold but not removed within the specified date will become the property of the Principal and it will have the right to dispose of such goods in any manner as they may deem fit without any notice. For the material sold on weight basis, weighment recorded on the weighbridge of the Principal, will be considered as final and complaints regarding discrepancy in weighment of material, after the lorry leaves Principal's premises, will not be entertained.

In this regard, it is clarified that where the materials are sold on weight/Number/volume/length basis, ground rent applicable will be @ 1% (One Percent) for the quantity remaining unlifted. However, where the materials are sold on lot basis, ground rent will be charged @ 1% (One percent) maximum one week on the basis of the entire lot value, irrespective of the quantity remaining unlifted.

**13.** Materials will be delivered between 10.00 hrs and 16.30 hrs on any working day. No delivery of materials will be given on Sundays and closed holidays observed by Principal. The buyer should intimate in writing two days in advance as to when vehicle will come for taking delivery of the materials. The material will be delivered only to the successful bidder or their authorized representatives against presentation of e-Auction Identity card issued by MSTC. If the successful bidder desires to authorize a representative or an agent for delivery, in such case the bidder shall produce suitable Power of Attorney or authorization letter for each lot separately duly attested by a Notary Public authorizing his representative or agent to lift the materials from PRINCIPAL.

**14.** Principal /MSTC reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage under this E-Auction sale after acceptance of bid/issue of sale order/deposit of full sale value by the bidder, without assigning any reason thereof and the value of such material if paid for, shall be refundable. Principal /MSTC shall not be responsible for any damages/loss whatsoever to bidders on account of such withdrawal, at any stage from the E-Auction sale.

**15.** Principal /MSTC will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes of other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.

**16. CONDUCT DURING DELIVERY:** Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, and labourers within PRINCIPAL premises. If any damage is caused to the Principal's property, the buyer is responsible to make good such damage to the satisfaction of Principal, and the decision of Principal in this regard shall be final and binding.

**17. SALE OF ITEMS / LOTS COMPRISING HAZARDOUS WASTE:**

a. Sale of Hazardous waste Items will be governed by the following procedures in addition to Guidelines / Notifications issued by the Central Pollution Control Board (CPCB) / Ministry Environment & Forests (MOEF) From time to time:

b. Sale of Old Batteries/Lead Acid Batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its subsequent Amendments and Sale of e-Waste will be governed by E- Waste (Management and Handling) Rules, 2016 and its subsequent Amendments. As per KSPCB directives successful vendor site will be inspected and audited by HAL officials before effecting delivery of items. Buyer shall enter quantity of E-waste in pass book. Buyer shall submit Annual returns form to the seller .Buyer shall submit manifest form to the seller.

c. Sale of other Categories of Hazardous Waste Items will be governed by the Hazardous Wastes (Management, Handling and Tran boundary Movement) Rules, 2016 and its subsequent Amendments and/or their relevant statutory Act/Rules.

d. The Bidders must submit a Notarized Copy of the Valid Registration Certificates issued by the State (or Union Territory) Pollution Control Board (PCB) and produce the same to SELLER at the time of taking delivery of the materials, failing which their bid will be liable for rejection.

e. In case of 3 Categories, namely Lead Acid Batteries, Used/Waste Oils and Non Ferrous Metal Wastes, in addition to submitting necessary Valid Registration from the State PCB, the Bidder must also submit a Notarized Copy of the Valid Registration Certificate from CPCB (or MOEF) also, failing which their bid will be liable for rejection. Bidders may note that CPCB regularly displays the list of their valid Registered Parties for these items on their Website, namely <http://www.cpcb.nic.in> and the bidders may like to verify the same before submitting their Bid. The various categories and definitions of the non-Ferrous Metal Waste are given in the relevant Schedule of the Hazardous Wastes (Management, Handling and Trans boundary Movement) Rules, 2016 as amended by the Government by subsequent Amendments.

f. The bidders shall be responsible for ensuring that all Registration Certificate issued by State PCB/CPCB/MOEF are kept valid for the entire period of the contract, if awarded to them, as well as the period of processing such Hazardous Waste Item by them. SELLER/MSTC as its sole discretion may ask

the Bidder to extend the validity period of their Registration Certificate for a suitable period as deemed fit by SELLER/MSTC and in such event the Bidders shall be bound to do so, failing which their Bid/Contract may be rejected/cancelled at the sole discretion of SELLER/MSTC and no complaint in this regard will be entertained from the Bidder.

g. In case of sale involving inter-State movement of goods, the Buyer shall also submit a No objection Certificate (NOC) from his concerned State PCB and KSPCB (Karnataka state pollution control board) with both states to the SELLER before taking delivery, failing which the Buyer will be responsible for all the consequences and the SELLER shall take further decision as may be deemed fit by them. As per KSPCB directives successful vendor site will be inspected and audited by HAL officials before effecting delivery of items. Buyer shall enter quantity of Hazardous waste in pass book. Buyer shall submit Annual returns form to the seller. Buyer shall submit manifest form to the seller.

h. SELLER/MSTC reserves its right to demand copy of any other document/License/ Certificate issued by any Statutory/Govt. Authority in favour of the Bidder, if required, under any Statutory or State/Central Government Act/Law/Order/Rules, etc.

i. For Hazardous Items requiring Pollution Control Board (PCB) Registration Certificate from the State or Central Govt. or both (as the case may be), if the successful Bidder has/had a valid certificate which expired 30 (thirty) days before the date of opening of e-Auction, he must submit along with the EMD, a copy of the expired Certificate and a copy of his Application to the concerned statutory Authority for extension with a proof of submission of such Application. Further he must submit copy of valid Certificate within 15 (fifteen) days from the date of closing of E-Auction, failing which his Bid will be treated as invalid. Such Certificate must remain valid/extended till the period of processing of material after delivery. It will be deemed that the Bidder have read and understood and undertake to abide by all the provisions of the Hazardous Wastes (Management, Handling and Trans boundary Movement) Rules, 2008 and subsequent Amendments issued by the statutory Authorities.

**18. ACCIDENTS ETC. TO BUYER'S LABOURER:** Principal /MSTC will not at any point of time be responsible for any injuries caused due to accident within the factory/premises or at the place of work, salvage yard and the bidder will make proper arrangement for medical attention and treatment to his labour representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances like hand gloves, tools, helmet, safety goggles, boots etc. to the labourers who are engaged for handling of the goods.

**19. BLACKLISTING:** If it is found that the bidder is not following the terms and conditions of payment, delivery or other conditions of the E-Auction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidders are liable to be blacklisted and appropriate action will be taken as deemed fit by Principal /MSTC.

**20.** In the event of any dispute in connection with this sale, the decision of Principal /MSTC shall be final and binding on the parties to the E-Auction sale. Further any such dispute, doubts or differences of opinion arising at the time of payment of Delivery, bidders shall agree and abide by the decision of Principal /MSTC.

**21.** The purchaser shall bring their own bags and boxes, cases or their receptacles for the removal of the auctioned items and shall be responsible for loading, weighing of materials under supervision of authorized official of the Principal.

**22.** No interest will be paid to the purchaser on the amount paid or deposited by him and on the amount refundable to him, if any.

**23.** All quantities either by weight or measurement as mentioned in the e-Auction sale catalogue are approximate. The payment must be made as per actual count or weight. If the delivery of actual quantity in any lot exceeds the quantity in the catalogue, Principal reserves the right to retain the excess quantity material in the lot at its discretion. If the quantity in a lot on actual weighing of count is less than the announced quantity as indicated in the e-action material list, Principal will not make good the deficiency

under any circumstances. The purchaser thereof will be entitled to obtain a refund for the undelivered quantity at the accepted rates. No interest will be paid on the amount of short delivered quantity.

**24.** In the event of any disputes or differences in connection with the contract, the decision of the authorized representative of the Principal shall be final and binding on all parties and will be settled as per the Indian Law in the Court Jurisdiction of BANGALORE only.

**25.** The terms and conditions are supplementary to the remedy available under the law.

**26.** Any auctioned materials shall not be sold or parted with to any of the employees of Principal / MSTC.