

UNDER INSTRUCTIONS OF THE
Chief Engineer, Konkan Zone
FOR AND ON BEHALF OF



MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED

E – AUCTION NO. (2)

E-auction on 8th April, 2017

Between

10:00 Hrs. to 13:00 Hrs.

On A Portal of
www.ashvinauctioneers.com

Inspection On

27th March to 6th April, 2017
(During working Days/Hours only)
Between 10 am to 5 pm

ASHVIN & CO.
(AUCTIONEERS)

**Br. O.: G-11, Ground Floor, Shri Niwas Building,
Prathana Samaj Rd, Next to Indubhavan Building,
Opp. CKP Bank, Vile Parle (E), Mumbai - 400 057.**

Tel: 26107515, Tel.Fax. 2613 3600

M: 9820133274 / 9820739509

Note: Submit the Demand Drafts either by courier or hand delivery before 5:00 PM on or before 07.04.2017 to Ashvin & Co. and No Demand Draft will be accepted after that period.

Maharashtra State Electricity Distribution Co. Ltd.

“Prakashgad”, 1st Floor, Bandra (E), Mumbai - 400051

Tel: 91 22 26474211 / 2131, Fax: 91 22 26473429

e-mail: cestores@mahadiscom.in

ONLINE AUCTION SALE

On-line Auction platform and Support Services Provided By:

Ashvin & co

B/314, Shyamkamal CHS

Agarwal Market,

Vile-Parle (E)

Mumbai -57

E Mail: ashvinauction@yahoo.co.in

Please visit www.ashvinauctioneers.com before bidding for additional information.

Ashvin & co. is an authorized e- commerce service provider for MSEDCL to obtain rates on-line through its portal www.ashvinauctioneers.com. The sale and purchase are directly made by the Seller and buyer/s (Bidder/s). MSEDCL will sell Scrap / Obsolete Materials & Vehicles lying in various Stores locations in Maharashtra through On-line Auction subject to terms and conditions annexed hereto and as per schedule of programme given below.

Schedule of Programme:-

Inspection of Materials	27.03.2017 to 06.04.2017. Time: 10.00 Hrs. to 17.00 Hrs. (Except All Sundays & Holidays)
On-Line Auction	8th April, 2017. Time: 10.00 am to 1.00 pm
EMD Details	Refer the List for EMD Details. <u>DD / PO of Nationalized Bank</u> favoring “MSEDCL” payable at “Kudal”.
Venue of Inspection and Contact Person	<u>MSEDCL</u> MIDC Area, Kudal, Dist. Sindhudurg. Ms. N. S. Patil, Asst. Engineer M: 7875765133.
Membership Fee (Non-Refundable for unregistered buyer)	Rs. 12,778/- by DD/PO in favour of Ashvin & Co payable at Mumbai.

Contact details:

<u>MSEDCL:-</u> Office of Chief Engineer (KZR), MSEDCL, Kokan Zone, Adm. Bldg., Nachane Road, Ratnagiri - 415639. Tel: 02352 – 225853 Mr. N. S. Palsuledesai, Add. EE (MM Cell) M: 7875769062. E-mail- dyeestratnagiri@mahadiscom.in	Email: ashvinauction@yahoo.co.in <u>Ashvin & Co.</u> Mumbai Office Mr. Julian/ Mr.Ashvin Help desk: 022-26107515 M: 9820739509 Fax: 022-26133600. Email: ashvinauction@yahoo.co.in
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**STANDARD TERMS AND CONDITIONS OF e-AUCTION SALE
ANNEXURE -A**

Your Offer should be basic price per UoM (all the Taxes & Duties will be EXTRA)

TCS will be extra at actual.

DEFINITIONS:

SELLER: -Seller referred in this catalog is Maharashtra State Electricity Distribution Company Ltd (MSEDCL).

SERVICE PROVIDER: Ashvin & Co. (Hereinafter referred to as “service provider.”) is an e-commerce service provider appointed by the seller to facilitate virtual auction by the seller. Ashvin & Co. will only facilitate On-line auction and are considered as third party not particularly interested in the item/s being sold on behalf of seller.

BIDDER – Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite pre-bid EMD and registered at Ashvin & Co. and who makes or places a bid for and purchases the auction property either in part or in full is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate pre-bid Earnest money deposit. Buyers / Successful Bidders are that Bidder in whose name sale order is issued by the seller.

1.0 GENERAL TERMS & CONDITIONS

- 1.1 Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on “AS IS WHERE IS BASIS” and “NO COMPLAINT BASIS.” The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the auction property offered for sale.
- 1.2 SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the auction concludes. Announcements during the auction on the website including announcement of any additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller, and it is binding on the bidder.
- 1.3 The registered parties (or their Authorized Representative) should inspect the materials at the specified locations by producing a copy of this e-Auction Catalogue downloaded from the website or available at Ashvin & Co. offices. Inspection, limited to visual checking only will be allowed with prior appointment from the MSEDCL. Any clarification required may be sought by the Bidders from MSEDCL at the time of Inspection, and no dispute regarding the material or its physical conditions / location will be entertained thereafter.
- 1.4 Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the materials and who have not been previously blacklisted by MSEDCL and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. Final decision regarding participation will be with the bidders It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction. Seller/Ashvin & Co. will not entertain any complaints or objections once Bid is placed.

- 1.5 Seller/Ashvin & Co. does not give warranty or guarantee of the quality, quantity, measurement, condition Chemical composition of each individual item/s or lot/s that form the auction property and about its "End Use" or fitness for a particular purpose.
- 1.6 The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept / reject / cancel any bid, withdraw any portion of the Auction Property at any stage from Auction even after acceptance of bid/issue of delivery order or release order/ deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, SELLER, shall refund the value of Auction Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.
- 1.7 Quantities made in lots are approximate and MSEDCL holds out no warranty as regards Quantity and fitness of goods for any particular purpose. The value paid in e-Auction for the approximate quantity, proportionate value for the quantity falling short in the lots at the time of Delivery will be refunded to the buyer.
- 1.8 EMD amount will not carry interest and all payments shall be made by Demand Draft.
- 1.9 In the event of failure on the part of the successful bidder to fulfill his contractual obligations, seller / Ashvin & Co. reserves the right to debar such bidder from participating in any future auction conducted by Ashvin & Co. on behalf of seller.

2.0 DISCLAIMER:

- 2.1 Ashvin & Co. runs its business on the basis of a robust Web Site. However Ashvin & Co. is outsourcing server space from a third party hosting company and hence shall ensure the smooth running in all good faith and intention. However Ashvin & Co. will not be held responsible for any failure of power, Network, server, hosting server, Internet connectivity, ISP or otherwise at Bidder's end or at Ashvin & Co. directly or indirectly affecting On-line method of Bidding.
- 2.2 Ashvin & Co. takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless. Ashvin & Co. from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall Ashvin & Co. be liable for any loss for the transactors by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that Ashvin & Co. has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations to be followed from time to time etc. Since Ashvin & Co. does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. Ashvin & Co. is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between the Seller and Bidder. Ashvin & Co. shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.
- 2.3 The Seller/Bidder agrees to limit the liability of Ashvin & Co. to them for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of Ashvin & Co. to the Seller/Bidder shall not exceed it's total fee receivable from the Seller/Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

3.0 PARTICIPATION

3.1 The prospective bidder has to register with the Ashvin & Co... The prospective Bidder shall have to deposit pre-bid Earnest Money Deposit (EMD) prescribed by Demand Draft / Pay Order on any Schedule Banks Drawn in favour of “**MSEDCL**” payable at “**Kudal**”. It has to be submitted directly to any office of Ashvin & Co. (see details of Ashvin & Co.’s Offices in www.ashvinauctioneers.com).**CASH WILL NOT BE ACCEPTED.**

3.2 Duly filled and signed Declaration Form to be submitted along with visiting card at any of the offices of Ashvin & Co. along with prescribed pre-bid Earnest Money Deposit (EMD).

3.3 On payment of prescribed pre-bid EMD and Declaration Form, seller/Ashvin & Co. will activate the User-Identity to enter into Website www.ashvinauctioneers.com

3.4 Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its Secrecy. Bidders are advised to change the Password.

3.5 In case of successful bidder, the pre-bid EMD amount shall be converted into Security Deposit. For unsuccessful bidders pre-bid EMD will be refunded from Ashvin & Co. offices. Under any case pre-bid or post-bid SD/EMD shall not bear any interest.

3.6 Post-bid Earnest Money Deposit (EMD) / Security Deposit (SD) will be adjusted in the last consignment towards final transaction.

4.0 CONDITIONS APPLICABLE TO “On-line” AUCTION

4.1 **Validity:** The On-line auction bidders must keep their bids valid for a period of 60 calendar 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 the seller, such Bids will be deemed to be automatically extended to be valid up to the next working day of seller.

4.2 **Time Extension:** No Auto Time Extension permitted. E-auction will close at scheduled time.

4.3 **Training:** Ashvin & Co. will provide training (on-line) if required by the bidders at a mutually convenient date and time before the Auction.

4.4 **Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.

4.5 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 MSEDCL in this regard. Hence, bidders must be careful to check (the Bid amount/ No of "0"/ No of digits etc.) and rectify their bid (if required) before confirming the Bid placed in the bidding room.

4.6 Auto Bid:

- a) Auto Bid facility is provided for bidders intending to place a maximum value for a lot/lots.
- b) Auto bid is not a confirmed bid. It is only the maximum ceiling amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is out bid, upto the ceiling set by him.
- c) Once auto bid is set, the auction engine will consider the ceiling amount for the next possible Bid only, depending on the highest bid prevailing at that point of time and the increment amount prescribed for that particular lot.
- d) Bidders may please note that in the event of a manual bid amount matching that of a Maximum limit of auto-bid, the manual bid will prevail and be considered.

5.0 CONTRACT VALIDITY:

The Contract will be valid up to the validity period of the delivery order / release order issued by e-Auction services provider / MSEDCL or up to the extended period of validity of the delivery order / release order in case the delivery period is extended by MSEDCL at his sole discretion as the case may be.

6.0 SALE RESULT INTIMATION:

6.1 Reserve Price will not be posted online on the Website before the Starting Date of e-Auction.

The Tenderer will coordinate with the concerned zonal Chief Engineer, MSEDCL accordingly and activate the e-Auction as per the scheduled Starting Date & Time specified in the catalogue. After the closure of e-auction as per the Date & Time specified in the catalogue, The Tenderer shall pass LOG SHEET copy on the basis of catalogue containing the last highest bidder's name, address and the offered rate to the e-auction MSEDCL panel by Fax/e-mail immediately on closure of e-auction. The Bid Sheets complete in all respects duly signed by Tenderer shall be submitted on the day of remitting Pre-bid EMD to MSEDCL without fail. The highest bid for respective lot will be subject to approval of MSEDCL after closing of e-auction and final approval or rejection will be intimated by concerned Zonal Chief Engineer to the Tenderer by e-mail/ Fax preferably within 2 (Two) working days after closing of e-auction by comparing with Reserve Price.

6.2 It will be the bidder's responsibility to see personally the result of e-Auction by seeing and downloading the "Auction lot Status" from the website. This will be displayed upto 7 (seven) days from the date of intimation of final approval or rejection concerned Zonal Chief Engineer to the Tenderer in the General News column of the e-Auctioner website. **The "Auction lots status" will show, lot won by bidder after final approval by MSEDCL.** The successful Highest bidder after approval by MSEDCL shall have to pay the prescribed EMD/Security deposit within the prescribed time counted from the date from the date of intimation by the Tenderer by email. It must be noted by the bidders that such sale intimation letter will be issued by the Tenderer only for the purpose of record and payment of post bid EMD/SD will have to be made within the stipulated time from the date from the date of intimation by the Tenderer 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.

7.0 PAYMENT:

7.1 **On confirmation of bids after written consent of the MSEDCL panel supervising the e-auction,** the highest bidder has to make the payments of post-bid EMD / SD in the form of Demand Draft / Pay order issued by any Nationalized Bank in favour of "MSEDCL" payable at "Kudal". **Within seven working days** from the date of intimation by the Tenderer.

7.2 On Confirmation of bids after written consent of the MSEDCL panel supervising the e-auction, the successful bidders shall deposit 25% of the sale value for **lots sold**, as post bid EMD/Security Deposit.

7.3 On receipt of Post bid EMD / SD from the successful bidder, sale order/ Acceptance letter will be issued by MSEDCL within three working days of realization of Demand Draft for post-bid EMD / SD. Successful bidder has to deposit the balance material value along with all applicable duties and taxes to respective Division Stores office of MSEDCL within 10 working days from the date of issue of Sale order / Acceptance letter (including the date of issue). The entire balance sale value will have to be paid by the bidder in one lump sum and no installment payment will be allowed, unless otherwise stipulated in Lot / items details.

- 7.4 In case of installment payment being allowed as per stipulation in the lot / item details, the first installment will have to be paid within 10 (Ten) days from the date of issue of sale order / acceptance letter by MSEDCL and subsequent installments at 15(Fifteen) days interval or as may be stipulated in the lot / item details and the post bid EMD / SD will be proportionally adjusted in each installment.
- 7.5 The payment will have to be submitted by the buyer to respective Division Stores office of MSEDCL for collecting the delivery order.
- 7.6 Post bid EMD / SD will be adjustable towards material value only after receipt of the balance material value along with applicable duties and taxes within the due date failing which the post bid EMD / SD will be forfeited.
- 7.7 Sale of material will be sale in State of Maharashtra if material movements due to sale agreement take place within Maharashtra only. In such case buyer shall have to pay applicable VAT as per MVAT Act. Sale of material will be Interstate Sale, if sale or purchase occasions the movement of goods from one State to another due to incident of sale contract, in such case buyer will issue form "C" as applicable for Inter – State sale subject to condition that buyer is authorized under CST Act to issue form "C". Also buyer should pay CST as applicable. In support of above requirement, Buyer will have to provide TIN No., valid CST Registration certificate and any other required documents etc. Further, Buyer will have to pay the security deposit to the extent of VAT amount payable in State of Maharashtra and will be kept with MSEDCL till submission of declaration in form "C". **If the successful bidder fails to pay the post bid EMD / SD in time as mentioned above in clause no. 6.1, 6.2, 7.1, & 7.2, then his pre bid EMD will be forfeited and his password will be deactivated and shall normally be DEBARRED for a minimum period of 6 (Six) months from participating in all e-Auctions and disposal sales by the e-Auction service provider on behalf of MSEDCL and, his Registration fees will be forfeited.** In this case, the MSEDCL reserves the right to re-auction or dispose of the material to other bidders and the said buyer will have no claim whatsoever. MSEDCL at its sole discretion may take recourse to any of the following options for the sale of unsold lot:
- (a) The unsold lot may be put up for re e-Auction.
 - (b) The H-2 bidder may be asked to match the H-1 bid along with submission of requisite EMD/SD within a period as may be prescribed.
 - (c) In case of default in payment of EMD/SD and /or balance sale value with duties and taxes by the successful highest bidder, the MSEDCL reserve the right to invite bids for respective lot from all the other bidders of the concerned lot (other than the defaulting bidder) or all registered customers in sealed covers along with the prescribed EMD/SD within the time stipulated by the MSEDCL for finalizing the sale or to take any other auction as may deemed fit.
- 7.8 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 MSEDCL with such a penalty as may deem fit. This shall however not confer any right to the bidder to make any late payment of post bid EMD / SD.
- 7.9 In case the successful bidder pays the post-bid EMD/SD, but fails to pay the balance material value along with applicable duties and taxes within the due date, then his post-bid EMD/SD will be forfeited.**
- 7.10 MSEDCL reserves the right to forfeit any amount / money lying with the e-Auction service provider/MSEDCL from the successful bidders who defaults in making the due payments against the e-Auction even though such amount / money may be lying with MSEDCL on account of said bidder against any other contract / transaction.

8.0 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 or as declared in the auction catalogue, which ever higher. The rates of duties and taxes displayed in the e-Auction website are only indicative and based on the rates prevailing before commencement of e-Auction. Successful bidders shall have to pay Income Tax by way of TCS @ applicable rate on all scrap items purchased for trading as per respective section of IT Act 1961. The TCS will be calculated on the gross sale value i.e. material value plus excise duty (if any) and sales tax / VAT. Parties eligible for Tax exemption or lower rate of tax should produce prescribed certificates from Income Tax Assessing Officer at the time of payment. (Notarised photo copy to be given along with the original, the later will be returned after verification). Manufacturers, who are exempted from paying Income Tax, must submit Certificate to the MSEDCL as per the format prescribed respective section 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.

9.0 DEFAULTS IN PAYMENT

9.1 In case of default in payment of the balance Sale value including all taxes, duties and levies etc. within the given time, the due payment may be made together with additional charges @1% per week or part thereof calculated on full 100% sale value of the respective lot for a minimum period of one week or multiple thereof. In any case the payment of balance sale value with or without the additional charges will not be accepted after the expiry of period of 120 (One Hundred Twenty) days from the date of closing of e-Auction. **After the expiry of the period of 120 (one hundred twenty) days from the date of closing of e-Auction the sale of the material will be automatically cancelled and all the money paid by the bidder /buyer will be automatically forfeited.** The post bid EMD/SD will be adjusted towards material value only on receipt of the balance sale value within prescribed time. However, this shall not confer any right to bidder to make any late payment of balance sale value or applicable duties and taxes and MSEDCL reserves the right to not accept the payment of the balance sale value with or without the additional charge after the expiry of due date of payment of balance value.

10.0 DELIVERY

10.1 Delivery Order or Sale Order or Delivery-cum-Sale order will be issued automatically On-line at the instance of any competent officer of MSEDCL on confirmation of payment of full material value. The full material value means payment of material value, duties & local taxes and any other levies (i.e. within three working days from the date of realization of Demand Draft for balance material value along with all applicable taxes, duties and levies etc.). Delivery period will be 30 (Thirty) days counted from the date of issue of delivery order by MSEDCL / date of issue of Release Order by MSEDCL as the case may be (including the date of issue). In those cases where the balance sale value is paid within time but the buyer delays the payment of applicable duties and taxes, delivery period will be counted from the date of payment of balance sale value. The Buyer shall obtain the delivery order from MSEDCL on producing his PAN Card or photo Identity card as mentioned in the Declaration form.

10.2 The goods shall be and remain in every respect at the risk of the buyer from the date of acceptance of his offer by the MSEDCL who shall have no liability whatsoever for the safe-custody or preservation thereof.

10.3 The successful bidder and his authorized representative/s or person/s or agent/s engaged by them shall not be entitled to choose or pick up any particular material from the lot. He has to lift the entire material as available in the lot for which delivery advice has been issued. If any other material is found being processed /loaded / transported it will be regarded as the misconduct / irregularities in executing the sale order.

10.4 In order to facilitate MSEDCL to complete the transaction **before 4.30 P.M.** the goods should be collected before **4 P.M. on** any working day with prior appointment of the concerned department during the stipulated delivery days (except Saturdays & Holidays) please contact respective person for co-ordination. Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of **EMD / Security deposit** and other payments collected.

10.5 The loading of the material will be in the presence of and after the approval / authorization of MSEDCL.

10.6 The Buyer shall be responsible to ensure that their employees follow safety regulations as per MSEDCL stipulations and other statutory regulations. Buyer shall ensure that all his workmen on site use safety belts, gloves, helmets, masks etc., as necessary for their safety. The buyer shall be responsible to secure compliance's with all Central and State laws as well as the rules, regulations, bye-law / notifications and orders of the local authorities and statutory bodies as may be in force from time to time. Buyers have to comply with all statutory obligations like Labor License, Workman Compensation policy, ESIC, PF etc whichever is applicable.

10.7 The successful bidder will make his own arrangement for lifting, loading and transporting the material from the MSEDCL premises and he will not claim any sort of assistance whatsoever or charges from the MSEDCL.

10.8 In case seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the seller shall grant suitable extension of delivery period to the Buyer without any penalties till the expiry of such extended period. In such eventuality, however, the Buyer shall not be entitled to claim any compensation for such delay.

10.9 If the goods sold or portion thereof remain un-cleared in the premises of the seller beyond the stipulated period, the sales proceeds of the un-lifted assets shall be forfeited and the un-lifted portion of the assets may be removed at the risk and cost of the buyer.

10.10 While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the seller's premises.

10.11 In case of any hot work permission or permission for cutting or breaking up of material is required for dismantling operations, the same will have to be obtained by the buyers from the concerned Zonal Chief Engineer, MSEDCL, before lifting and it will be sole discretion of MSEDCL to allow or not to allow such hot work permission at buyer cost only to extend of facilitating the loading the transportation of goods.

10.12 It will be buyer's responsibility to weigh the empty Truck at the certified weighbridge of MSEDCL and produce the weight certificate so that the weight of the empty truck will be deducted from the weight of the fully loaded truck.

10.13 Should the original buyer wish to take delivery of the surplus material through representative, he must authorize the latter by a letter of authority or continuing authority, and authorize the signature of his representative on his letterhead along with self-certified / notarised photocopy of his PAN Card / Photo ID Card .which shall be presented to the seller. The seller may in his entire discretion decline to act on any such authority and it shall be for the Buyer to satisfy the seller that the authority is genuine. Delivery to such authorized person will constitute valid delivery and no claim shall lie against the seller on any account thereafter.

10.14 Once the goods / materials are taken out of the MSEDCL premises gate, Buyer will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.

10.15 Resale / Sale in transit will not be recognized. The Buyer shall not be entitled to resell any lot or part of a lot while goods are still lying within the premises of the seller and no delivery would be effected by the seller to any person other than the Buyer whose names are mentioned in the sale order/Delivery order.

10.16 Buyer and his men are subject to the security rule of seller in force while in the seller's premises. The Buyer/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the Buyer shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken and MSEDCL reserves the right to forfeit any amount / money lying with e-auction service provider / MSEDCL from the successful bidder, even though such amount / money may be lying with MSEDCL on account of said bidder against any other contract / transaction.

10.17 While taking delivery of the material, the Buyers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the lot or lots purchased by them. The SELLER may at its option arrange to make good such damages and the Buyer shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or may stop delivery of the material till payment is made or SELLER may forfeit any amount / money lying with the e-auction service provider / SELLER from the successful bidders, even though such amount / money may be lying with SELLER on account of said bidder against any other contract / transaction.

10.18 SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.) to the labourers, who are engaged for loading the materials.

10.19 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 or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.

10.20 In case the whole or any part of the goods sold remained uncleared, after due date as stated in the delivery schedule, the buyer shall have no claim whatsoever on the goods remaining uncleared and the amount paid to MSEDCL will stand forfeited at the expiry of the said period. MSEDCL shall have right to dispose of such goods in any manner they like. The buyer shall have no right whatsoever for any compensation on this account.

10.21 The buyer shall not be entitled to resell any lot or part of a lot while the goods are lying in the premises of the MSEDCL and no delivery would be effected by the MSEDCL to any person other than the buyer.

10.22 Disposal of scrap is to be done against advance DD from nationalized banks only.

10.23 In case of any default in lifting of materials by buyer within the delivery period, then the outstanding material may be lifted within 14 (fourteen) days from the due date of lifting subject to payment of Ground Rent by the buyer directly to MSEDCL for a period of delay. Ground Rent will be payable @1% per week or part thereof. All matters, relating to charging ground rent will be decided by the concerned Zonal Chief Engineer, MSEDCL.

10.24 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.

11.0 NON – DELIVERY:

11.1 Where the goods are sold in lots and not in number or unit and in the event of the number or unit being found deficient in quantity, quality, size, measurement and weight as indicated, is any, in the catalogue/description of materials/ details in the auction or any other documents, the buyer shall have no claim against the MSEDCL for refund of whole or any part of the Buyers money or for loss of profit, interest, damage or otherwise.

11.2 Where the goods are sold by weight or number and not on the basis of lot in the event of the buyer fails to obtain delivery of the whole or portion of the goods sold he shall not be entitled to claim any damages, loss of interest or compensation or any other account but shall be entitled to proportionate refund of sale value.

11.3 The buyer shall not be entitled to re-sale any item, lot or part of lot while the goods are still lying within the premises of the MSEDCL and any such sale or assignment of the buyer's right to the material sold in auction will not be recognised. All paper documents for releasing materials will be made out in the name of the buyer only.

11.4 No interest will be paid on the amount deposited by the buyer and subsequently found refundable under any of the condition mentioned herein before.

12.0 SALE OF VEHICLES:

12.1 In case of disposal of Old/ Used Vehicles, the following procedure will be normally followed:

a) For RTO registered vehicles sold with RC book (if available with MSEDCL) the sale will be deemed to be for “RE use” and sales tax will be charged accordingly All charges for change to ownership will be extra and will be borne by the buyer. In case the RC book is not available or lost, necessary certificate in this regard will be will be issued by MSEDCL to the concerned RTO with copy to buyer to enable them to get the ownership transferred.

b) In case of RTO registered vehicles sold as scrap without RC book, the sale will be deemed as sale of scrap and sales tax will be charged accordingly and a remark will be put on the delivery order stipulating that “Sale is for scrapping and without RTO documents”. However in the above cases the MSEDCL will have the sole discretion to decide whether they would sell the vehicle for scrapping or otherwise and no complaint/ representation will be entertained from the bidder in this regard.

c) MSEDCL will issue RC Book (if available) as per the RC status mentioned in the list.

d) The bidder should ensure to check on the availability of the RC book and required papers at the time of inspection of vehicle at respective sites.

13.0 SALE OF HAZARDOUS WASTE ITEMS:

13.1 The sale of hazardous waste items namely waste oil and specified categories of nonferrous metal waste will be governed by hazardous waste (management and handling) rules, 1989 and its amendments and the sale of batteries will be governed by the batteries (management and handling) rules 2001 and its amendments. For such items only those parties shall be eligible to bid who have valid Registration Certificates from the date as well as Central Pollution Control Board (CPCB) on the starting date of e-Auction. If the bidder had the said State PCB and/ or CPCB certificate(s) which expired within 30(thirty) days before the date of starting of e Auction, he should submit the copy of the expired certificate and a copy of his application for extension with a proof of submission of application at least one working day before the starting date of e-Auction (within 3 pm).

13.2 The parties eligible for the purchase of Hazardous waste shall be allowed access on the live e-Auction floor for participating in the bidding only after they have registered themselves on-line in the e-Auction website of the e-Auction service provider by selecting the relevant items of Hazardous Waste on the auction declaration form. The Bidders for HW items are also required to Submit a copy of State PCB / or CPCB certificated along with the Declaration form with the e-Auction service Provider. It is the responsibility of the bidder to submit a valid CPCB certificate or proof of application to CPCB for extension, in order to get ID / Password activated for bidding in the e-Auction.

13.3 Wherever the bidder has been allowed to participate in the e-Auction on the basis of submission of said proof of application for extension of his SPCB / CPCB certificate, he must submit copy of the Valid SPCB / CPCB certificate (s), along with and with in the stipulated time of payment of balance sale value failing which his bid will be treated as invalid.

13.4 In All case, however, it will be bidder's responsibility to ensure that his SPCB and CPCB certificates are kept valid till the time of taking delivery of materials and till the materials are processed by him. Participation by any bidder in the e-Auction will be deemed to imply that he undertakes to comply with all his statutory responsibilities as envisaged under the said rules including keeping their CPCB and SPCB certificate(s) valid till the material is processed by them. Bidders are particularly advised to see Clause no. 20 of Hazardous Wastes (Management and Handling) Amendment Rules, 2003.

13.5 At the time of taking delivery, the buyer shall fill- up and submit the manifest in form 9 to MSEDCL as may be directed by MSEDCL and he shall also submit copies of the manifest in form 9 to the concerned State PCB/ Statutory Authorities as per rule 7 (4) and 7 (5) of the aforesaid rules. The Buyer shall also have to produce the original state/ central PCB certificates to MSEDCL at the time of delivery for verification and for necessary endorsement thereon by MSEDCL as required under the HW (M & H) rules.

13.6 In case of sale of Waste Oil and specified Non- Ferrous metal waste involving transport of such material to the buyer's plant/ processing unit located in a state other than Maharashtra State where such items are being sold , the buyer must obtain and submit “ NO Objection Certificate” from the state PCB where the buyer's plant /processing unit is located, to MSEDCL before taking delivery , failing which the sale will be treated as canceled and further action will be taken, as may be deemed fit, by MSEDCL.

13.7 In Case of items other than Waste Oil specified categories of Non Ferrous Metal, Waste and Batteries, which fall under the category of HAZARDOUS WASTE, the sale will be governed by the Hazardous Waste (M & H) Rules, 1989 and its Amendments.

14.0 JURISDICTIONS :

14.1 The jurisdiction for any dispute / conflicts arising out of or in connection with the agreement between MSEDCL and E – Auction services provider shall be the courts in Mumbai.

15.0 GENERAL CODITIONS:

15.1 The MSEDCL reserves the right / option to produce any such or all such documents off line i.e. by paper hard copy where such situation, warrants, however, excepting the bidding process.

15.2 The MSEDCL will not be held responsible for authorizing any on line payment by the buyer/ bidder and subsequent loss or damage caused to that buyer or bidder for such authority.

15.3 The safe custody of gate pass, challans, authorizing delivery or any such hard copy documents will be the sole responsibility of the buyer once the same are made over to them. The MSEDCL will not be liable for any delay or damage for / mis- placement of any such hard copy document by the buyer.

15.4 The Bidders (s) shall have no right to issue any addendum to these Buyer Specific Terms and Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.

16.0 Cancellation of Sale - MSEDCL reserves the right to cancel the sale at any time on the following ground.

- Unsatisfactory execution or performance of the contract by the Buyer.
- For improper behavior of the buyer or by his employees / agents / representatives or breach of the terms and conditions of the contract.
- Or for the reason, whatsoever, as may deem fit to MSEDCL for termination of the contract.
- Non fulfillment of submission of statutory details, excise & sales tax compliance before dispatch of materials.

Document Required for Registration of Bidders for CPCB/PCB License holder

1. Registration Original certificate plus certified true copy (original will be returned immediately)
2. Authority letter from the holder of the certificate
3. Sales tax MVAT Registration
4. PAN NO. & TIN NO.
5. Shop Establishment license
6. Photograph of the owner & Bidder
7. Application on Company's letterhead
8. Declaration Form

(Company Letter Head)

DECLARATION FORM

DATE: _____

To

The Chief Engineer,
MSEDCL, Konkan Zone, Ratnagiri.

Dear Sir,

- 1) I/We, the bidder/s do hereby state that, I/We **have read the entire terms and conditions of the On-line e-auction catalog for Sale** including the disclaimer clauses and **understood them fully**. I/We, hereby unconditionally agree **to conform** with and **bound by** the said terms and conditions and agree to take part in the On-line Auction for sale of enlisted Scrap Materials in e-auction by MSEDCL on **08.04.2017**.
- 2) I/We further declare that I/We intend to purchase the above-referred material from MSEDCL. for our own use/business and that the information revealed by me/us in this acceptance form is true and correct to the best of my knowledge & our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us **is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the seller** and the seller will be at liberty to annul (cancelled) the offer made to me/us at any point of time.
- 3) I/We also agree that after my/our offer/bid placed by me/us for purchase of the scrap material is accepted by MSEDCL and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the e-auction/offer letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions of the e-auction catalog and offer letter, **the Earnest Money Deposit and any other monies paid by me/us along with the tender and thereafter, are liable to be forfeited by the seller** and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by MSEDCL.
- 4) **The decisions taken by representatives of MSEDCL shall be binding on me /us.**
- 5) I also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.
- 6) I note with due care that the Ashvin & Co. shall be making the announcements of correction with the consent and knowledge of MSEDCL and Ashvin & Co. shall not be liable for these last minute change.

Signature of Authorized Signatory with name and Company Seal

USER ID(*if exists*)_____

Person / concern / firm / company in whose name the material is/are to be purchased
.....

Contact Person(s) _____

Designation _____
(In case of company/firm, give, in addition, names of key Directors/ Partners)

Address _____

Phone No. _____ Mobile No. _____ Fax No.- _____

E-Mail _____

Sales Tax / VAT Reg. No. / TIN No. _____

PAN No. (*self-attested photo-copy to be submitted*)_____

Are you familiar with e- Auction/On-line bidding? YES/NO

If NO, attending a Mock e-Auction with prior appointment is mandatory. And in an event the Mock e-Auction is not attended, NO COMPLAINTS will be entertained

Sec No.	DD/PO No.	Bank Name	Branch	Dated	Pre-Bid EMD Amount

Signature of Authorized Signatory with Name and Seal.

Name & Ashvin & Co. Seal:

MAHARASHTRA STATE ELECT. DIST. CO. LTD.
M.M. CELL, KONKAN ZONE, RATNAGIRI
Final Quantities of Scrap Material available at Kudal Division Stores

SEC 1 : Starting Time 10.00 am & Closing Time 1.00 pm

Sr. No.	Description of material	Unit	Qty. available	VAT & other Taxes	Pre Bid EMD Amount	Remarks
1	2	3	4	5	6	7
1)	<u>LOT - 1</u> Scrap ACSR Conductor	MT	132.655	VAT 6% + 1 % TCS	900000	
2]	<u>LOT - 2</u> Scrap 1Ph/3Ph Crushed Electro-Mechanical Meters (Metal Body)	MT	7.162	VAT 13.5% + 1% TCS	45000	PCB Item
3]	<u>LOT - 3</u> a) Scrap 1Ph/3Ph Crushed Electronic Meters with Plastic Body/Covers- 6.154 MT b) Scrap 1Ph/3Ph Crushed Electronic Meters with Metal Body/Covers- 2.491 MT	MT	8.645	VAT 13.5% + 1% TCS	45000	PCB Item
4]	<u>LOT - 4</u> a)Scrap Assemble T/F Core 25 KVA Copper/Aluminium Mix- 25 Nos b)Scrap Assemble T/F Core 100 KVA Copper/Aluminium Mix- 2 Nos Total Lot of 27 Nos.	LOT	1	VAT 6% + 1 % TCS	30000	PCB Item
5]	<u>LOT - 5</u> Scrap Rubber Hand glowes for 33 KV - Approx 65 pairs	LOT	1	VAT 13. 5% + 1 % TCS	1000	
6]	<u>LOT - 6</u> Scrap Hacksaw frame pipe type with blades - Apprx. 300 Nos	LOT	1	VAT 6% + 1 % TCS	2000	
7)	<u>LOT - 7</u> Scrap Core Stamping Lamination of Dist. Transformers	MT	0.47	VAT 6% + 1% TCS	2000	
8)	<u>LOT - 8</u> Scrap Polycarbonate consists of meter Cover	MT	0.265	VAT 6% + 1% TCS	3000	