



UNDER INSTRUCTIONS OF THE
Chief Materials Manager

FOR AND ON BEHALF OF

**Brihan Mumbai Electric Supply &
Transport Undertaking**
(Of The Brihanmumbai Mahanagarpalika)

E – AUCTION NO. (23)

E-auction on 27th June, 2019

Between

9:30 Hrs. to 13:30 Hrs.

And

Extended E-auction on 27th June, 2019

Between

15.30 Hrs to 16.00 Hrs

At

On A Portal

www.ashvinauctioneers.com

Inspection Date

On 24th, 25th & 26th

June, 2019

Between 9.00 to 16.30 Hrs.
at Oshiwara Scrap Yard,
Anik Depot &
Kussara Depot (Mazgaon)

Payment of CMD

on or Before
26th June, 2019
till 17.00 hrs.

Payment of EMD

Successful Bidder has to pay
33.33% EMD till 01.07.2019
up to 17.00 hrs.

**Last Date of Payment of
Balance Sale Value: i.e. 67.67% on
or before 05.07.2019**

**Last Date of Delivery:
09.08.2019**

**ASHVIN & CO.
(AUCTIONEER)**

Br. O.: B/314, Shyam Kamal CHS, Agarwal Market, Vile Parle(E), Mumbai – 400 057.

Tel: 26107515 Tele-Fax. 2613 3600

Mob No. : 9820133274, 9820739509

E-mail : info@ashvinauctioneers.com / ashvinshah33@hotmail.com

**THE BRIHAN MUMBAI ELECTRIC SUPPLY & TRANSPORT UNDERTAKING
(OF THE BRIHAN MUMBAI MAHANAGARPALIKA)**

SPECIAL CONDITIONS OF SALE

1. The intending bidders will have to deposit Refundable Caution Money Deposit (CMD) as specified for the section/s in the catalogue in the form of **D/D, pay order drawn in favour of the B.E.S. & T. Undertaking payable at Mumbai on or before one day earlier of the date of auction in the office of auctioneers Ashvin & Co.**
2. **User ID - password and confirmation for acceptance of bid will be sent to the bidder on the E – Mail Address given by him. The bidder is solemnly responsible for the misuse of their User ID and Password, therefore, necessary care should be taken by the bidder. The Date & Time for E-AUCTION is mentioned in the catalogue.**
3. Only when the bid is Accepted, the participated bidder will be declared as the “successful bidder”. The successful bidder has to pay not less than 33.33% of the amount of the bid or Rs.10,000/- whichever is more shall have to be made by the successful bidder as Earnest Money on acceptance of the bid, with Auctioneers, on or before the date & time specified in the catalogue in the form of **Demand Draft / Pay Orders / RTGS / NEFT** in favour of The **“B.E.S.& T. Undertaking”** payable at Mumbai, failing which the CMD or equivalent cost of such materials, sold at the rate in the previous auction, whichever is less, shall be forfeited, further subject to minimum amount of Rs. 10,000/-. In case, the bid amount is less than Rs.10,000/-, the successful bidder shall have to pay full amount.
4. Every bidder who is attending the auction will not be permitted to represent more than one firm.
5. **Unsold items will be put up for sale in Extended e-auction on the same working day of the e-auction between 15:30 hrs to 16:00 hrs and the minimum shall start from the highest bid received for the particular unsold item on the previous auction.**
6. It should be noted that the Chief Materials Manager/ the Officer superintending the auction of B.E.S. & T. Undertaking reserves the right of sell the items individually or in lots what so manner.
7. Payment of 66.67% value of the materials must be paid by the successful bidder with B.E.S. & T. Undertaking on or before the date as specified in catalogues and the materials must be removed on or before the date as specified in catalogue. To fix the appointment for taking delivery of the material, the bidder should approach the MMO (Sales), Oshiwara Scrap Yard, immediately on the same day after payment of balance amount.
8. Interest @ 2% per month as specified in the general conditions of sale at Clause 2 (e) will be levied for delayed payment.
9. Payment of 66.67% value and GST upto Rs. 5,000/= (RUPEES FIVE THOUSAND ONLY) will be accepted by B.E.S. & T. Undertaking in cash and above Rs. 5,000/= will be accepted by B.E.S. & T. Undertaking from the successful buyers in the form of **Demand Draft / Pay Order / RTGS / NEFT** in favour of the **“B.E.S. & T. Undertaking”** payable at Mumbai, during the working hours strictly between 9.30 hrs to 12.30 hrs and 13.30 hrs to 15.00 hrs. However demand draft /Pay Order will be accepted upto 16.00 hrs.
10. If the bidders requiring the facility for payment and delivery in case of sale of big lots should state so preferably before the announcement of the bid for that particular item. The extent of the facility to be granted will be at the complete discretion of the panel of officers of B.E.S. & T. Undertaking superintending the sale.

11. In case, any facility in payment and delivery is required by the successful bidder, he will have to fill up and sign the Declaration Form immediately and it will be the duty of the successful bidder to ensure the same.
12. Ground rent as specified in Clause (9) of the general condition of sale will be charged.
13. In the event of failure to keep fixed appointment for taking the delivery of materials, the charges of Rs.1,000/= will be charged, per failure, irrespective of material cost.
14. Only scrap D.D. Buses and Bus Bodies of D.D./S.D. buses in scrap condition will be allowed to be dismantled at the premises of B.E.S. & T. Undertaking.
15. S.D. buses/vehicles will not be allowed to be dismantled in the premises of B.E.S. & T. Undertaking and the same will have to be towed out only after producing permission & or cancellation of registration from the concerned RTO authority. An amount equivalent to 5% of the bid amount will be retained till the transfer documents are submitted by the bidder.
16. In case the reduction in quantity/ies of item/s refund will be made by B.E.S. & T. Undertaking on pro-rata basis of book value of the item/s so concerned.
17. In case, the actual quantity exceeds the announced quantity, the purchaser may at the option of B.E.S. & T. Undertaking take delivery of the said excess quantity upto 40% of the quantity announced, on payment of the same rate at which the bid has been accepted. As far as possible 90% of the quantity announced in the auction would be delivered to the purchaser in case the shortage is found to be more than 10%.
18. Duties, Taxes and Other Statutory Levies, if applicable will be charged at the appropriate rates. If any bidder is eligible for concessional rate / reduced rate of Income tax, he has to inform / declare the same on the auction day itself by submitting necessary documentary valid evidence for such concessions from concerned tax authorities. In case of concessional 'C' From facility, the bidder has to initially make full payment of sale value along with GST and Income tax amounts, as applicable, and thereafter they can claim the concessional GST amount from the concerned Regional Tax Authorities on their own.
19. The Auctioneers can collect maximum Rs.1000/- per year towards, subscription / registration charges / fees from prospective bidders being their policy.

GENERAL CONDITIONS OF SALE BY AUCTION

1. RIGHT OF ACCEPTANCE OR REJECTION OF BIDS

Subject to realisation of Reserve prices where the B.E.S. & T. Committee of the Municipal Corporation of Brihan Mumbai has fixed the same or persons duly authorized by it in this behalf, all sales shall be made to the highest bidder. The bid, if accepted, shall be registered in the name of the actual bidder and he shall be responsible to the Municipal Corporation of Brihan Mumbai (hereinafter called the Corporation) for any loss etc. which might accrue to the Corporation as a result of his not completing the sale as bid. In the event of any dispute between bidders, the dispute shall be decided by the Officer of the B.E.S. & T. Undertaking superintending the sale and the lot or lots in question re-auctioned at his discretion. His decision as to such acceptance shall be final and binding on all persons offering bids at the auction.

The auctioneer in consultation with Officer of the Corporation B.E.S. & T. Undertaking superintending the auction may refuse to accept the bids of any bidder/s without assigning any reasons.

2. PAYMENT FOR ACCEPTED BIDS

a) Payments of not less than 33.33% of the amount of the bid or Rs. 10,000/- whichever is more shall have to be made by the successful bidder as earnest money on acceptance of the bid, with auctioneers, on or before the date & time as specified in the catalogue in the form of **Demand Draft / Pay Orders / RTGS / NEFT** in favour of "**The B.E.S. & T. Undertaking**" payable at Mumbai, failing which the CMD shall be forfeited. In case, the bid amount is less than Rs. 10,000/-, the successful bidder shall have to pay full amount. The auctioneer, may, however without assigning any reasons, demand an earnest money, a higher percentage upto the full amount of the bid, immediately after the lot is knocked down. In doing so he shall in all cases act in accordance with any direction given by the officer of the B.E.S. & T. Undertaking supervising the auction.

b) After accepting bids and communicated by the auctioneer to the bidder, If the bidder fails to pay the earnest money required the bid shall forthwith be cancelled including the forfeiture of CMD. The Corporation B.E.S. & T. Undertaking reserves the right to take such action against the bidder as may be authorised by Law.

c) Balance of the value of the bids accepted on the spot will be paid by the buyer in cash to the auctioneer at the time of the sale or at our Oshiwara Scrap Yard of the B.E.S. & T. Undertaking of the Corporation within **6 (six) working days from the date of Extended E-auction** or on or before the date specified in the catalogue. Sale release order for the goods shall only be issued by the B.E.S. & T. Undertaking only on the production of receipt(s) for the full sale value by the successful bidder.

d) In the event of failure to complete the payment of the balance sale value of any lot purchased by the bidder within the stipulated period, the sale of such lot shall be cancelled, the earnest money shall be forfeited with all his rights for which he gave the bid and paid the earnest money of the bid.

e) “Notwithstanding anything contained in Clause (d) above, the Chief Materials Manager, B.E.S. & T. Undertaking may in his absolute discretion allow the successful bidder to pay the balance 66.67% of the sale value beyond the stipulated period, if considered necessary by levying the penalty of 2% (Two Percent) per month on pro-rata basis for such late payments subject to the cost of storage and warehousing in the form of Ground Rent at the rates specified in Clause 9 below”.

f) In all cases any tax due under any law shall be payable by the purchaser exclusive of the sale value.

g) For all payments received by the auctioneer, he will issue a stamped receipt to the purchaser and the bidder shall in all cases be bound to produce such receipt when called for.

3. **CONDITIONS OF GOODS**

a) The goods are sold as and where they lie (i.e. in AS IS WHERE IS condition). The whole of lot or lots shall be taken from the site of the accumulation with all faults and errors in description of otherwise, quantities, qualities, sizes, measurements, numbers and weights as stated in the catalogue are approximate and no warranty or guarantee shall be implied. Stores are sold on the assumption that the bidders have inspected the lots and know what they are buying, whether they have first inspected them or not and the principle of “A Caveat Emptor” will apply. No complaint will be entertained and no reliance must be placed on any description.

b) In special cases where the representatives of the Corporation B.E.S. & T. Undertaking proposes to auction any particular item(s) of Stores by weights or numbers and not on lot basis, announcement to that effect shall be made before the lot is put to auction. The bids in such cases shall be for each number of units of weight. The price to be charged shall be calculated on the actual weight or numbers delivered. This however, does not apply to sale in lots as stated in sub Para 3 (a) above.

4. **RISK**

The goods shall be and remain in every respect at the risk of the buyer from acceptance of bid till the removal thereof by the buyer within the stipulated period and the Corporation / B.E.S.

& T. Undertaking/Auctioneer shall not be under any liability for its safe custody or Preservation thereof during the said period.

5. **DELIVERY**

a) The Chief Materials Manager, or any other officer/employee so authorised, of the B.E.S. & T. Undertaking will issue sale-release order signed by him or an authorised officer/employee to buyers on receipt of him of the whole of the sale price and the taxes payable thereon (if any), “subject to 5 d) below in case of vehicle”.

b) The goods sold will be removed by the buyer from the site of accumulation within the period specified in the catalogue i.e. **31 working days from the date of Extended E-auction** or as declared at the time of auction. Deliveries will be made only during working hours on all working days on the presentation by the purchasers to the stock holder the copy of Sale Release Order issued by the Chief Materials Manager of the B.E.S. & T. Undertaking or as stated above. The purchaser will make his own arrangements for transport and he will not be entitled to claim any facilities or assistance for transport from the B.E.S. & T. Undertaking or the Corporation. Whenever materials are sold on weight basis, it shall be binding and obligatory on the part of the purchaser(s) to weigh the empty lorry as well as the loaded lorry on B.E.S. & T. Undertaking weigh bridge only and in return the purchaser/s shall pay **Rs. 150/-** plus GST as applicable to the B.E.S. & T. Undertaking for each loaded lorry as weighment charges. However, for any reason or defect, B.E.S. & T. Undertaking weigh bridge is not working on a given day or time, the purchaser/s will bear the charges with transport expenses for the departmental staff of the B.E.S. & T. Undertaking with weigh charges on the nearest weigh bridge of our choice for weighing the materials.

c) If the original buyer wish to take delivery of the stores purchased through a representative, he must authorised the latter by a Letter Of Authority which shall be presented to the officer of the B.E.S.& T. Undertaking in whose charge the stores are held. Such officer may in his entire discretion decline to act on any such authority and it shall, in all cases be for the buyer to satisfy such officer that the authority in genuine. Delivery by proxy will be at the purchaser's sole responsibility and risk and no claim shall lie against the Corporation/B.E.S.&T. Undertaking/Auctioneer on any account whatsoever if delivery is affected to the wrong person.

d) The possession of the vehicle will not be granted to the purchaser unless a valid towing permission or a cancellation of registration of the vehicle is obtained from the R.T.O.'s office which shall be produced to the B.E.S. & T. Undertaking for verification. In case of CNG buses disposed in auction, the bidder has to dispose off the CNG Cylinders as per the Gas Cylinder Rule 2004 or as per the Prevailing Rule at that time to avoid any untoward incident to happen due to mishandling of CNG Cylinders. The bidder needs to give 'Declaration Certificate' as per the format on their letter head of the company & seal/signature. The purchaser(s) shall also be required to deposit a reasonable amount, if necessary, for each vehicle, with the Corporation/ B.E.S. & T. Undertaking in addition to the bid amount returnable only after production of relevant papers from R.T.O. to the effect that the buses/vehicles have been transferred on their names.

6. NON-DELIVERY

a) Where goods are sold in lots, and not by numbers or units of weight in the event of the lot or lots being found to be deficient in quantity, quality, size, measurement, number and weight, as stated in the catalogue, purchaser shall have no claim against the B.E.S. & T. Undertaking or against the auctioneer for refund of the whole or any part of the purchase money or for the loss or profit, interest, damages or otherwise.

b) Where stores are sold by weight or number and not on basis of lots and the purchaser fails to obtain the delivery of the whole or the portion of the stores sold, he shall not be entitled to make any claim, other than for proportionate refund of the value of the undelivered quantity. He shall not be entitled to claim any damages, loss or profit, interest or compensation on any other account.

7. RE-SALE

Re-sale will not be recognised and Release Orders will be made out in the name of the actual purchasers only.

8. **CHARGES FOR FAILURE TO KEEP FIXED APPOINTMENT shall be as under Rs. 1,000/= per failure irrespective of material cost.**

9. FAILURES TO TAKE DELIVERY AFTER PAYMENT

a) Where the scrap materials are sold on lot basis : Ground rent will be charged @2% per day of the full value of the lot irrespective of the quantity already removed, subject to a minimum of Rs. 20/= per day for the period between the expiry of free time for taking delivery and for a maximum of only 30 days. Thereafter, any payment already made by the bidder towards the cost of the material will be forfeited and the material will be put for re- auction.

b)Where the scrap materials are sold on weight/nos. : Ground rent will be charged @2% of the proportionate value of the unremoved quantity subject to a minimum of Rs. 20/= per day for the period between the expiry of free time for taking delivery and for a maximum of only 30 days. Thereafter, any payment already made by the bidder towards the cost of the material will be forfeited and the material will be put for reauction.

Such ground rent or any other charges as may have been incurred by the B.E.S. & T. Undertaking shall be recovered from the purchaser before the goods or materials are allowed to be removed. Provided, further that if the purchaser is making slow progress with his contract or if the B.E.S. & T. Undertaking considers that he has failed to fulfill the contract within time specified in the condition of sale, it will be lawful for the B.E.S. & T. Undertaking to cancel the whole contract or such portion thereof as may not have been completed and the B.E.S. & T. Undertaking shall be at all liberty to dispose of the goods or materials in any manner at the risk and expenses of the purchaser. The earnest money or sale value shall be forfeited and the bidder shall forfeit all his rights in the goods.

10. In the event of the auctioneer being of opinion that the bidders are forming a ring and fair prices are not being realised for stores offered in auction, the auctioneer may stop the sale with the consent of the Officer of the B.E.S. & T. Undertaking superintending the sale.

11. The buyer shall be responsible for any damage that may be done to the premises in taking down or removing the lot or lots bought by him. The Corporation B.E.S. & T. Undertaking or its representative may, at his option, arrange to make good such damages departmentally and the buyer shall pay the same on demand.

12. The Corporation B.E.S. & T. Undertaking reserves the right if the highest bid received for particular item or items be referred to the Corporation or the B.E.S.& T. Undertaking or its duly authorised agent for final sanction, where and whenever this is considered necessary.
13. The Corporation B.E.S. & T. Undertaking reserves the right of withdrawing from the sale or adding to any lot or lots advertised in the catalogue prior to the acceptance of any bid for such lot/lots in an auction without assigning any reasons.
14. The Chief Materials Manager, the Officer superintending the auction, B.E.S. & T. Undertaking reserves the right to sell the items individually or in lots or in any order.
15. No picking, sorting, cutting or breaking up of the goods or materials sold will be permitted except in certain special circumstances where sanction for such permission has been accorded and specified in writing at the time of auction by the B.E.S. & T. Undertaking or its representative. Such permission will be accorded on the distinct understanding that the delivery order for such lot or lots must be obtained for the full quantity before picking, sorting, cutting or breaking up commences.
16. The delivery of the material either in part or full is subject to being withheld, if required, by the B.E.S. & T. Undertaking at any stage before the actual delivery without any commitment.
17. **Every bidder must submit the copy of PAN Card, GSTIN No. before commencement of e-auction with the Auctioneer.**

* Address for Material Inspection *

- Oshiwara Scrap Yard** -- **BEST Oshiwara Scrap Yard, Extension to Link Road, Adjacent to Goregaon Bus Depot Goregaon (West), Mumbai – 400104.**
Tel. : 2676 1829, 2676 1390.
E-mail : mmdbests@mtnl.net.in
- Anik Depot** -- **Jay Shankar Yadnik Marg, Opp. Mahanagar Gas, Mumbai – 400022.**
Tel. : 2407 0190.
- Kussara Workshop (Mazgaon)** -- **Bijali Bhavan, Kussara Depot, Mazgaon, Mumbai – 400 10.**
Tel. : 2377 5544.

Important instructions to the participating Members

1. Bidders are required to pay Caution Money Deposit (CMD) in the form of Demand Draft / Pay Order drawn in favour of The **B.E.S. & T. Undertaking, payable at Mumbai**, as mentioned in the catalogue for sections to which they intend to bid.
2. Unless Caution Money Deposit (CMD) is paid in advance, you will not be able to enter the e-Auction Room.
3. **Every bidder should ensure that his bid reaches the server before the closing time.**
4. It may please be noted that complaints regarding non availability of electricity internet connectivity, etc, will not be entertained and our decision will be final and binding on the bidders.
5. Further in view of the above, every bidder is requested to avoid last minute bidding and give his bid at least Ten (10) minutes before the closing time.
6. Unsold lots of all Sections will be put up for sale in Extended e-auction immediately on the same day between 15:30 hrs to 16:00 hrs and the minimum bid shall start from the highest bid received for the particular unsold item in the previous auction.

HOW TO BID

Please visit on website www.ashvinauctioneers.com