



## Detailed Auction Catalogue

<b>Auction Number:</b>	MSTC/JPR/FCI ARAVALI GYPSUM AND MINERALS INDIA LIMITED/4/HLY SPIRIT AND VIDYASHARAM SCHOOL/24-25/63503
<b>Auction Type:</b>	O-General Auction
<b>Inspection Schedule:</b>	19-03-25 to 27-03-25
<b>Auction Start Date and Time:</b>	28-03-25 12:00
<b>Auction Close Date and Time:</b>	28-03-25 16:00
<b>Auction Status:</b>	Not Activated
<b>Upload Docs Required:</b>	No
<b>Auction Auto-extension Time:</b>	8 mins
<b>Pre-Bid EMD:</b>	Not a Auto Prebid EMD Auction
<b>Currency:</b>	INR
<b>Post Bid EMD to be deposited in:</b>	Days from date of Acceptance of the Lot unless otherwise specified in the catalogue.
<b>Full Payment/Balance Payment to be deposited in:</b>	Days from date of Acceptance of the Lot unless otherwise specified in the catalogue.
<b>Late Payment Penalty (%):</b>	% per day plus applicable GST
<b>Delivery of the Material to be taken within:</b>	Days of issue of Delivery Order unless otherwise specified in the catalogue.
<b>Ground Rent (%):</b>	% per day plus applicable GST

### Seller Details:

<b>Seller Name</b>	FCI ARAVALI GYPSUM AND MINERALS INDIA LIMITED
<b>Seller Address</b>	HLY SPIRIT AND VIDYASHARAM SCHOOL, Plot no. 2, West Patel Nagar, Circuit House Road, Ratanada, JODHPUR-342011, INDIA
<b>Seller Email Address</b>	cs.khichi84@gov.in
<b>Contact Person</b>	CHANDRA SHEKHAR SINGH
<b>Telephone Number</b>	02912948245

### Seller Account Details (if payment is to be made directly to seller)

<b>Bank Name</b>	SBI
<b>Branch</b>	35 STADIUM SHOPPING C
<b>A/c No</b>	55048828180
<b>IFS Code</b>	SBIN0032481

### MSTC Officer Details

<b>Name &amp; Designation of Officer One</b>	Name: Vikas Agrawal[-] Email: jpropn2@mstcindia.in Phone: 9004311440
--	--

Name & Designation of Officer Two	Name: Pankaj [-] Email: jpropn1@mstcindia.in Phone: 8802813737
MSTC Helpdesk Details	07969066600 ; helpdeskho@mstcindia.in

**E-auction bids are invited for sale of below listed items on 'As is where is', 'As is what is' and 'no-complaint' and 'Caveat Emptor' basis.**

**Lot Details:**



Lot Details	Lot Description	Lot Parameters	Other Details
<p>Lot No - A-1  Lot Name - Miscellaneous Iron Items  Product Type - Metal  Category - Iron and Steel  Sub Category -  PCB Group - -</p>	<p>Miscellaneous Iron Items&lt;p&gt;  As per Annexure&lt;p&gt;</p> <p>&lt;p&gt;&lt;b&gt;  &lt;a  href=https://www.mstcecommerce.com/auctionhome/mstc/admin/upload/downAttachedFiles.jsp?FILE_ID=Annex_5_63503_7133337.pdf&amp;doc_type=attached_annex&gt;  &lt;font color=blue&gt;&lt;font size=5&gt;Click here for Annexure&lt;/font&gt;&lt;/font&gt;&lt;/a&gt;  &gt;  &lt;/p&gt;</p>	<p>Quantity - 927.0 KG  Bid Increment in Rs - 1.0  Post Bid EMD % - 10.0  EMD High% - 0.0  EMD Low% - 0.0  TCS (%) -</p>	<p>GST (%) - 18.0%  Lot Location - Area Manager Office FCI Aravali Gypsum and Minerals India Limited Village/Post Hameera Dist Jaisalmer  State :Rajasthan  Lot State - Rajasthan  Bid Valid Till - 26-06-2025</p>
<p>Lot No - A-2  Lot Name - Miscellaneous Iron Items  Product Type - Metal  Category - Iron and Steel  Sub Category -  PCB Group - -</p>	<p>Miscellaneous Iron Items  Contact Person &amp; NO. Sh. Pankaj Kumar, Area Manager, Hamira, Jaisalmer  Mobile No.9414464733</p> <p>&lt;p&gt;  As per Annexure&lt;p&gt;</p> <p>&lt;p&gt;&lt;b&gt;  &lt;a  href=https://www.mstcecommerce.com/auctionhome/mstc/admin/upload/downAttachedFiles.jsp?FILE_ID=Annex_5_63503_7133342.pdf&amp;doc_type=attached_annex&gt;  &lt;font color=blue&gt;&lt;font size=5&gt;Click here for Annexure&lt;/font&gt;&lt;/font&gt;&lt;/a&gt;  &gt;  &lt;/p&gt;</p>	<p>Quantity - 3839.8 KG  Bid Increment in Rs - 1.0  Post Bid EMD % - 10.0  EMD High% - 0.0  EMD Low% - 0.0  TCS (%) -</p>	<p>GST (%) - 18.0%  Lot Location - As Per Annexure State :Rajasthan  Lot State - Rajasthan  Bid Valid Till - 26-06-2025</p>

Lot No - A-3  
Lot Name - Miscellaneous  
Iron Items  
Product Type - Metal  
Category - Iron and Steel  
Sub Category -  
PCB Group - -

Steel Almirah Big with  
Glass Front , Godrej  
Revolving Chair, Revolving  
Chairs  
<p><p>  
As per Annexure<p>

Contact Person & NO. Sh.  
Pankaj Kumar,  
Area Manager, Hamira,  
Jaisalmer  
Mobile No.9414464733

Quantity - 138.0 KG  
Bid Increment in Rs - 1.0  
Post Bid EMD % - 10.0  
EMD High% - 0.0  
EMD Low% - 0.0  
TCS (%) -

GST (%) - 18.0%  
Lot Location - As Per  
Annexure State :Rajasthan  
Lot State - Rajasthan  
Bid Valid Till - 26-06-2025



<p>

<p><b>  
<a  
href=https://www.mstcecom  
merce.com/auctionhome/m  
stc/admin/upload/downAtta  
chedFiles.jsp?FILE\_ID=Ann  
ex\_5\_63503\_7133345.pdf&  
doc\_type=attached\_annex>  
<font color=blue><font  
size=5>Click here for  
Annexure</font></font></a  
>  
</p>

<p>Lot No - B-1  Lot Name - Used Tyers  Product Type - Miscellaneous  Category - Rubber  Sub Category - PCB Group - -</p>	<p>Used Tyres = 930 Kgs&lt;br&gt;  Old Tyres = 450 Kgs&lt;br&gt;  Used Old Tyres (Bolero)= 32 Kgs &lt;p&gt;  &lt;p&gt;  Contact Person &amp; NO. Sh. Pankaj Kumar, Area Manager, Hamira, Jaisalmer  Mobile No.9414464733  &lt;p&gt;  &lt;p&gt;  LOCATION -: Area Manager Office  FCI Aravali Gypsum and Minerals India Limited  Village/Post - Hameera  Dist. - Jaisalmer (Raj.)  Pincode - 345033 Area Manager Office  FCI Aravali Gypsum and Minerals India Limited  Village/Post - Hameera  Dist. - Jaisalmer (Raj.)  Pincode - 345033</p>	<p>Quantity - 1412.0 KG  Bid Increment in Rs - 1.0  Post Bid EMD % - 10.0  EMD High% - 0.0  EMD Low% - 0.0  TCS (%) -</p>	<p>GST (%) - 18.0%  Lot Location - As per Description State :Rajasthan  Lot State - Rajasthan  Bid Valid Till - 26-06-2025</p>
<p>Lot No - B-2  Lot Name - Empty DEF Plastic Buckets 20Ltr  Product Type - Container  Category - Barrel/Drum  Sub Category - Plastic Barrel/Drum  PCB Group - -</p>	<p>Empty DEF Plastic Buckets (20Ltr.) &lt;p&gt;  &lt;p&gt;  Contact Person &amp; NO. Sh. Pankaj Kumar, Area Manager, Hamira, Jaisalmer  Mobile No.9414464733  &lt;p&gt;  &lt;p&gt;  LOCATION -: Area Manager Office  FCI Aravali Gypsum and Minerals India Limited  Village/Post - Hameera  Dist. - Jaisalmer (Raj.)  Pincode - 345033 Area Manager Office  FCI Aravali Gypsum and Minerals India Limited  Village/Post - Hameera  Dist. - Jaisalmer (Raj.)  Pincode - 345033</p>	<p>Quantity - 20.0 NO  Bid Increment in Rs - 1.0  Post Bid EMD % - 10.0  EMD High% - 0.0  EMD Low% - 0.0  TCS (%) -</p>	<p>GST (%) - 18.0%  Lot Location - As per Description State :Rajasthan  Lot State - Rajasthan  Bid Valid Till - 26-06-2025</p>

<p>Lot No - B-3  Lot Name - Used Oil  Product Type - Petroleum Products  Category - Used/ Waste Oil  Sub Category -  PCB Group - Used  Spent/Burnt Oil/Used Lube Oil/Used Engine Oil</p>	<p>Used Old Oil, MP Grease , Lift Oil, Transfer Oil  &lt;p&gt;  As Per Annexure  &lt;p&gt;  Contact Person &amp; NO. Sh. Pankaj Kumar,  Area Manager, Hamira, Jaisalmer  Mobile No.9414464733  &lt;p&gt;  &lt;p&gt;  LOCATION -: Area Manager Office  FCI Aravali Gypsum and Minerals India Limited  Village/Post - Hameera  Dist. - Jaisalmer (Raj.)  Pincode - 345033  Area Manager Office  FCI Aravali Gypsum and Minerals India Limited  Village/Post - Hameera  Dist. - Jaisalmer (Raj.)  Pincode - 345033</p> <p>&lt;p&gt;&lt;b&gt;  &lt;a href=https://www.mstcecommerce.com/auctionhome/mstc/admin/upload/downAttachedFiles.jsp?FILE_ID=Annex_5_63503_7133768.pdf&amp;doc_type=attached_annex&gt;  &lt;font color=blue&gt;&lt;font size=5&gt;Click here for Annexure&lt;/font&gt;&lt;/font&gt;&lt;/a&gt;  &gt;  &lt;/p&gt;</p>	<p>Quantity - 246.0 LTR  Bid Increment in Rs - 1.0  Post Bid EMD % - 10.0  EMD High% - 0.0  EMD Low% - 0.0  TCS (%) -</p>	<p>GST (%) - 18.0%  Lot Location - As per Description State :Rajasthan  Lot State - Rajasthan  Bid Valid Till - 26-06-2025</p>
--	--	---	--

(All % indicated are percent of Basic Material Value i.e. Rate as per Sale Intimation Letter\*Lot Quantity)

### Terms and Conditions

**Click here for Photographs of Lot No. A-1, A-2 And A-3**  
**Click here for Photographs of Lot No B-1, B-2 And B-3**

**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](http://www.mstcindia.co.in)**

**NOTE: PAYMENT CLAUSE:** Incase the date of submission of payment happens to fall on a Public Holiday , the next day shall be considered as the date of submission of payment.

**a. Applicable GST will be paid by seller under forward charge.**

**Payment Terms:**

- 1) The bidders shall submit Earnest Money Deposit(EMD) through NEFT/RTGS within 7 days of e-Auction/acceptance of STA bid by Seller for SOLD lot. Upon issue of the sale order the EMD will be converted into Security deposit and shall be adjusted in the final payment. Incase of non fulfilment of the contractual obligation, the security deposit will be liable to be forfeited by Seller.**
- 2) In case EMD has not been submitted within 7 days, the buyer has the option to submit full payment for the sold lots within 16 days [i.e. 7 days for EMD and 10 days (including last date of EMD) for balance payment]**

counted as mentioned from the close of ea or STA approval date. In case only EMD payment is received after 7 days but before 16 days, Sale Order shall not be issued and the amount shall be withheld with MSTC till 16 days pending receipt of balance payment. In case balance payment is not received within the stipulated payment period, the EMD amount shall be refunded to the buyer and the buyers login will remain deactivated for a further period of 6 months as per rule. Acceptance of full value with penalty after 16 days shall be at sole discretion of seller.

3) LATE PAYMENT PENALTY(ONLY FOR LOTS WHERE SALE ORDER HAS BEEN ISSUED): If the payment is not made within the free payment period mentioned in the Acceptance Letter/Sale Order, the payment may be accepted upto a period of 2 (two) weeks from the due date of payment, on payment of late payment penalty @ 1% per week on the total sale value. Acceptance of payment beyond the late payment period of two weeks shall be at the sole discretion of Seller.

**CONTACT PERSON at MSTC Jaipur:**

Vikas Agrawal  
Manager, MSTC Jaipur  
01412742208



**Seller Detail**

Chandra Shekhar Khinchi  
Desig : SENIOR MANAGER (TECH)  
Telephone: 02912948245, Email: fagmilcontract@rediffmail.com

**Bank Details**

Bank Name :SBI  
Branch :35 STADIUM SHOPPING C  
A/c No : 55048828180  
IFS Code :SBIN0032167

**IMPORTANT NOTE:**

A)RTGS/NEFT Payment Link available in Buyer's Login - The parties opting for this mode may please note that the transactions made through this mode will be reflected in MSTC's account in T+1 days (Transaction + 1). Hence, they should make the payment well in advance so that it gets reflected in MSTC's account in time.

Click here for e-Payment Guide:

<http://mstcecommerce.com/auctionhome/RenderFileGeneralAuctions.jsp?file=BuyerManualforePayment.pdf>

B) DD/PO DRAWN ON CO-OPERATIVE BANKS SHALL NOT BE ACCEPTED. NO ARRANGEMENT INSTRUMENT WHERE MORE THAN ONE BANK IS INVOLVED WILL BE ACCEPTED.

C) "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."

D) The Material List and Special Terms and conditions (STC) displayed under "View Forthcoming Auctions" on MSTC's e-Auction Website or being displayed in MSTC's Corporate Website ([www.mstcindia.co.in](http://www.mstcindia.co.in)) are tentative and subject to last moment changes at MSTC's / Principal's sole discretion till the start of e-Auction. Only the Auction List and Special Terms and Conditions displayed on the Auction Floor under "View Live Auctions" (and not under "View Forthcoming Auctions") on start of e-Auction will be final and will form the basis for all sale contracts against this e-Auction and no representation / complaint in this regard will be entertained by MSTC / Principal from the Bidders. For buyers guidelines visit [www.mstcecommerce.com](http://www.mstcecommerce.com) and click help.

E) THIS 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. IN CASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF STC WILL SUPERCEDE OTHERS IN THE PARTICULAR E-AUCTION.

F) The quantities indicated in material list are approximate estimate and the same may vary. The bidder should lift the available quantity only. Subject to the reserve price, if any, fixed by the owner and on the terms and conditions hereunder sale shall be made on "As is where is and no complaints basis".

#### G) E -AUCTION RESULT/STATUS

Immediately after successful closing of E-Auction, a system generated automatic Sale Intimation Letter (SIL) will be issued by e-mail to the Highest Bidder advising him to deposit the prescribed Earnest Money Deposit (EMD)/Security Deposit (SD) within the stipulated time. The status of the highest bid(s) having been accepted on Confirmed basis must be personally seen by the Bidders online through the link "Auction Lot Status" immediately after closing of E-Auction which will be displayed upto 7 (seven) days from the date of Closing of E-Auction (including the date of closing of E-Auction) and payment of Post-Bid EMD/SD is required to be made accordingly. Thus non-payment or delay in payment of post bid EMD/SD on the plea of non-receipt of SIL will not be entertained by MSTC. MSTC also reserves the right to issue the sale intimation letter by Speed Post/Regd. Post/Courier etc. as the case may be Bidders must always keep their registered email account valid and keep a watch on their incoming e-mail for their own convenience.

1.0) CAUTION : (1.1) 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.) and rectify their bid (if required) before submitting their Bid into the live e-Auction floor by clicking the 'Bid Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for a particular Lot, this will be displayed by way of a WARNING on the Bidder's



screen before he confirms/submits the bid. There is no provision for putting Bids in decimals. (1.2) The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the Live e-Auction 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 e-Auction Registration with MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC's sole discretion before the start of e-Auction. 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 e-Auction Website and clicking on NEW USER. Participation in the e-Action 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. MSTC 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. (1.3) 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. (1.4) 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. (1.5) 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 e-Auction even though such amount / money may be lying with MSTC / Principal on account of the said Bidder against any other contract / transaction.

1. FCI Aravali Gypsum and Minerals India Limited, the owner / seller/ stock holder/ principal, will be hereinafter referred to as PRINCIPAL and MSTC Ltd., the Selling Agent of the seller, will be hereinafter referred to as MSTC.

2. VALIDITY OF BIDS: All bids will be valid for acceptance by MSTC for a period of 90 (Ninety) days from the date of closing of e-Auction, excluding the date of closing. In case the 90th 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. CAVEAT EMPTOR:

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

3.2. It shall be implied and taken for granted that the party has carefully gone through and understood the terms and conditions of E Auction including the amendments if any, prevailing at the time of bid. No complaints or objections shall be entertained by owner / MSTC and/or the Authorities after the bid is opened / accepted.

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

4. **INSPECTION:** The materials offered for sale may be inspected with prior permission of the stock holder during working hours. All the rates are to be quoted on weight (MT) &/or as per the Unit of Measurement (UOM) basis as shall be indicated against each lot. The quantity indicated against the lots are purely indicative and without any guarantee and MSTC / OWNER shall not entertain any complaint from the buyer for any deficiency in quality / quantity etc. or for recovery of the whole or part of the purchased money or any loss of profit / interest /damages and otherwise.

**5. EARNEST MONEY DEPOSIT FOR AUCTION:**

5.1. Upon acceptance of the auction bid the buyer shall have to pay Earnest Money @ 11.80 % of material value against accepted bids positively within 7 days of confirmation of bid by RTGS/NEFT in aforementioned bank details.

5.2. If any offer is accepted on ~SUBJECT TO APPROVAL~ (STA) basis the buyer shall have to pay Earnest money @ 11.80% of material value against accepted bids positively within 7 days of confirmation of bid by RTGS/NEFT in aforementioned bank details .

5.3. Non-submission of EMD within 7 days from the Auction close date will lead to non-compliance of pre-agreed terms and conditions and lead to de-activation as well as de-registration of the concerned buyer resulting in forfeiture of Registration Fees. MSTC/SELLER shall have the right to dispose off such goods in any manner it likes and the concerned buyer will have no right/claim. However the Principal reserve the right to accept the full sale value with applicable levies in terms of the Special Terms & Conditions.

5.4. In case the successful Bidder pays the EMD, but fails to pay the balance material value along with applicable Duties and Taxes within the due date, then his EMD/SD will stand forfeited. If the last date of payment happens to be Bank/MSTC Holiday, the payment will be accepted on the next working day.

5.5. Post-Bid EMD converted to Security Deposit/SD is adjustable towards material value only after receipt of the balance material value along with applicable Taxes and Duties within the due date, failing which the Post-Bid EMD/SD will stand forfeited.

6. **ISSUANCE OF SALE ORDER / ACCEPTANCE LETTER:** On receipt of EMD at any offices of MSTC under intimation to MSTC, Jaipur a sale Order will be issued by MSTC for sold lots.

**7. BALANCE PAYMENT:**

7.1. Full / balance payment along with taxes and other applicable charges will be required to be made within 10 days from issue date of the Acceptance Letter / Sale Order for SOLD (confirmed lot).

**7.2 PAYMENT DETAILS ARE AS BELOW:**

a) As shall be stated in Acceptance Letter a proportionate amount of the material value+taxes should be paid through RTGS/NEFT in aforementioned bank details or as per the Acceptance Letters/Sale Orders.

b) Similarly as shall be stated in Acceptance Letter a service charge amount should be paid through RTGS/NEFT/DD/PO in favour ofMSTC LIMITED payable JAIPUR.

d) The Demand Draft/Pay Order must be deposited at any office of M/s. MSTC Ltd., for issue of Delivery Order. Demand Draft / Pay Order issued by any Co-operative Bank will not be accepted.

Payments can be made through RTGS / NEFT Payment Link available in Buyer's Login, as mentioned above.

e) In case, the last day of payment happens to be Closed Holiday for MSTC or the Banking Institutions, the next working day will be taken as the day of payment without late payment charge.

f) In case of default in making payment within the time limits specified herein above, the due payments may be made together with additional charge at one percent per week on the material value, within a period of 14 Calendar days from the date of the expiry of the free-payment time and thereafter on the sole discretion of the seller.

g) On failing to comply with aforesaid payment terms, the successful buyer's EMD/SD shall stand forfeited without any further reference to the buyer and MSTC / SELLER shall have the right to dispose of such goods in any manner it likes and the concerned buyer will have no right / claim. However considering exigency, the Principal reserves the rights to accept or not to accept sale value with additional charges after expiry of 14 days as mentioned above.

#### **8.0. TAXES & OTHER LEVIES:**

8.1. GST is assessed by the GST Authorities and hence the rate applicable at the time of lifting of material shall be binding on the bidders for making payments. Any dispute in this regard shall be taken up directly by the bidders with the Statutory Authorities/Seller.

The rate 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.

8.2. INCOME TAX: Income Tax as applicable on purchase price will be charged. Exemption will be given to manufacturers and processors on production of exemption certificate from the concerned assessing officer of the income tax department. Exemption is not available to retailers / traders.

9. DELIVERY: Delivery Orders will be issued after receiving the balance payment.

9.1 DELIVERY PERIOD: The successful bidders shall lift the specific material lying in the lot allotted to them by employing their own labour and transport at their own cost within 20 Calendar Days (Twenty Days) from the date of Delivery Order (excluding date of issue) by MSTC or 20 Calendar Days (Twenty Days) from the date of issuance of Sale Release Order by owner.

9.2 THE MATERIALS WILL BE DELIVERED BY THE OWNER TO THE SUCCESSFUL BUYER AGAINST PRODUCTION OF THE FOLLOWING :-

(I) Copy of Delivery Order in original issued to the buyer by MSTC.

(II) Copy of Delivery Advice in original issued to the buyer by owner /principal.

(III) Photo-ID Card issued to the buyer by MSTC.

(IV) The Photo-ID Cardholder can authorise his representative to take delivery of materials. In that case, in addition to the three documents as stated in (I), (II) & (III) above, the representative will produce his authorisation with his signature and photograph duly attested by the Photo-ID Cardholder.

And any other formalities specific to owner.

9.3 In case the whole or any part of the goods sold remain uncleared, even after the authorized period stated in the delivery schedule, the purchaser shall have no claim whatsoever on the goods remaining uncleared and the amount paid to MSTC / OWNER, security deposit shall stand forfeited at the expiry of the said period. Owner shall have the right to dispose of such goods in any manner it likes. The purchaser will have no right / claim whatsoever to any compensation.

#### **10.0. DELIVERY OF THE MATERIALS:**

At the time of delivery, the actual quantity may vary from the quantity mentioned in the Delivery order. The customer has to lift the additional quantity after making the requisite payment through MSTC to PRINCIPAL.

10.1 In case the last day of delivery happens to be a Closed Holiday for Seller, the next working day will be taken as the date of lifting without any Ground Rent.

10.2. Purchasers are advised in their own interest to make appointment with the owner before placement of vehicles for taking delivery of the materials purchased by them within the scheduled date of delivery. The purchaser at his own cost will make his own arrangement for removal, dismantling, loading, transporting and he will not be entitled to claim any facility or assistance or cost on this account from owner/MSTC.

10.3. Short Delivery of Material: In the event of non-availability of sufficient quantity of materials observed by the intending bidder during inspection of the same, the intending buyer has to bring the same to the notice of owner prior to bidding. No claim shall be entertained by owner for loss of profit, damage or interest.

10.4. Segregation / selection / rejection / sorting out / de-scaling / burning of material is not allowed.

10.5. Weighment of empty and loaded trucks shall be done at nearest available weigh-bridge for each and every trip and weight in the Weighment slip for empty and loaded truck will be final for particular truck and same will be binding on the buyer.;

10.6. Once the material is lifted from the premises of Seller it shall no longer be responsible for any misuse resulting from further sale and / or unauthorized use.

10.7. Welding / cutting works, if any can be arranged only with the prior permission from PRINCIPAL. For clearing and transport of materials, children and adolescents should not be employed inside the factory as per Factories Act. The successful bidder has to arrange to cover all their workmen engaged inside the Company under the Workmens Compensation Act, the Fatal Accidents Act and Common Law so that the successful bidder shall indemnify the Company for any claim for injuries or fatal accidents to the workmen under the Workmen Compensation Act. The successful bidder has to collect and remit both employers and employees contribution as per PF Act and ESI contribution as per the ESI rule for the labour directly and indirectly employed for the work.

10.8. Ground Rent: Customers are required to lift the material completely on clean sweep basis as to clear site failing which ground rent will be charged. Ground Rent @1% per week or part thereof beyond free lifting period as detailed above will be levied and up to 2 weeks maximum and thereafter on sole discretion of the seller, provided written request is received before the expiry of the free lifting period. If no such request for extension is received, the sale order / acceptance letter / delivery order shall cancelled and security deposit will be forfeited automatically without further reference to the buyer.

10.9. CONDUCT DURING DELIVERY: Buyers shall solely be responsible for movement and proper behaviour of their deputies, agents, and labourers within PRINCIPAL premises. If any damage is caused to the company'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.

10.10. ACCIDENTS : 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.

11. 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.

12. No interest will be paid to the purchaser on the amount paid or deposited and on the amount refundable, if any.

13. 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 even after acceptance of bid / issue of sale order / deposit of full sale value by the bidder / issue of delivery order 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.

#### 14.0 ARBITRATION /JURISDICTION:

14.1 ARBITRATION will be applicable as per the relevant Clauses stipulated in the Buyer Specific Terms and Conditions already accepted by the Bidders at the time of Online Registration by him on the MSTC e-Auction website. The contract shall in all respect be construed and operated as an Indian Contract and in accordance with the Indian Laws in force and subject to exclusive jurisdiction of Court of Jodhpur.

#### H)Hazardous waste

As per the provision of hazardous waste (management, handling & transboundary movement) rules 2008 and its subsequent amendments, used/waste oil as well as battery, lead scrap, e-waste, etc shall only be sold to the registered recyclers &/or reprocessors under moef (ministry of environment & forest)/cpcb (central pollution control board). Hence all these registered recyclers &/or re-processors under moef/cpcb and who has also registered and /or will be registering as 'buyer' at <https://www.mstcecommerce.com> shall be eligible for bidding. A notarized copy of registration certificate of moef/cpcb should be provided at the time of depositing payment.

#### I)Forvehicles:

Vehicles are being sold on as is where is basis: it is the responsibility of the bidder to ascertain the present condition of the vehicles in all respects. The successful bidder shall make necessary arrangements for obtaining necessary clearances from the concerned rto authorities regarding name transfer / obtaining clearance certificate / registration cancellation etc by paying necessary charges /taxes /insurances etc.if any (present or previous to the concerned authorities, the prices quoted by the bidder for the vehicles shall be exclusive of any such charges/taxes/insurances etc. If any payable by the successful bidder to the concerned authorities i.e. Rto/insurance agencies etc.