

Auction Details		
Auction No	MSTC/ERO/PM SHRI KENDRIYA VIDYALAYA PANAGARH/1/PANAGARH/24-25/31369[462183]	
Opening Date & Time	29-10-2024::12:00:00	
Closing Date & Time	Scheduled Time <u>29-10-2024::16:00:00</u>	Closed At <u>29-10-2024::16:00:00</u>
Inspection From Date	14-10-2024	
Inspection Closing Date	16-10-2024	
EMD Type	<b>No EMD</b>	
Auto Extension(In minutes)	8	
Auction Status	Not Activated	

Seller Details	
Seller /Company Name	PM SHRI KENDRIYA VIDYALAYA PANAGARH
Location	PANAGARH
Street	ARMY BASE PANAGARH
City	PANAGARH-713420
Country	INDIA
Telephone	8447918227
Fax	
Email	panagarhkv21@gmail.com
Contact Person	N K SONI

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION	Bid Valid Till (DD-MM-YYYY)
Lot No. :1	<b>E-WASTE</b> (As per Annexure)  <b>Location:</b> <b>Kendriya Vidyalaya Panagarh</b> <b>ARMY BASE PANAGARH ,PURBA BARDHAMAN</b> <b>-713420</b>	1.0 LOT	As Applicable /As Applicable	Kendriya Vidyalaya Panagarh State :West Bengal	28-11-2024
PCB GRP :[ <b>E-Waste-Rule 2022</b> ]					
Lot Name :E-WASTE					

[CLICK HERE FOR LOT ANNEXURE.](#)

Contact Person: As per Annexure

**LIST OF THE MATERIAL ARE INDICATIVE IN NATURE AND WILL BE SOLD ON LOT BASIS. BIDDERS HAVE TO SATISFY THEMSELVES ABOUT THE QUANTITY/ QUALITY OF THE MATERIAL BEFORE BIDDING. LOT WILL BE SOLD AS IS WHERE IS AND NO COMPLAIN BASIS.**

Total No of Lots = 1

### **SPECIAL TERMS & CONDITION**

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)

**FOR ANY QUERIES, PLEASE CONTACT : AT MSTC, KOLKATA :**

- **Sabyasachi Mukherjee , SM , ERO , PHONE NO. 7278030407; [Email ID : eroopn2@mstcindia.in](mailto:eroopn2@mstcindia.in), [smukherjee@mstcindia.co.in](mailto:smukherjee@mstcindia.co.in)**
- **K Kranthi Kumar, DM, ERO, PHONE NO. 9174009882 [Email ID : eroopn7@mstcindia.in](mailto:eroopn7@mstcindia.in)**

The Goods & Service Tax (GST) is implemented with effect from 01st July 2017 in India. Accordingly, VAT / Sales Tax will be discontinued and these taxes will be subsumed to GST. GST will be payable on all goods (whether scrap or otherwise).

Hence all Buyers / Bidders having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate mentioning GST Registration Number needs to be submitted with the respective office of MSTC Ltd. (from where Registration was done) for updating Buyer Registration details. MSTC / Seller will not be able to issue any Sale Order / Delivery Order / Invoice, etc. wherever GST Registration Number is not updated. Further the existing VAT / Sale Tax Rate shall be replaced by GST Rate and differential tax, if any, will be paid by or refunded to Buyers.

In the same way, all Principals / Sellers need to submit copy of certificate referring GST Registration Number with the respective office of MSTC Ltd. (from where Auction is conducted) for updating Seller Registration details. It will not be possible to conduct any Auction or issue any Sale Order / Delivery Order, etc. wherever GST Registration Number is not updated. Further the Service Tax Rate on Service Charge Bill, shall be replaced by GST Rate and differential tax, if any, will be required to be paid by Principals / Sellers.

THE MATERIAL LIST & STC DISPLAYED UNDER 'VIEW FORTHCOMING AUCTIONS' ON MSTC'S E-AUCTION WEBSITE ARE TENTATIVE AND SUBJECT TO CHANGE AT THE SOLE DISCRETION OF MSTC/PRINCIPAL 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, AND BID ACCORDINGLY. FOR BUYERS GUIDELINES VISIT [www.mstcecommerce.com](http://www.mstcecommerce.com) AND CLICK Help.

**SALE INTIMATION:**Immediately after 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 balance payment within the stipulated time. However issue of SIL is only for record purpose and payment equivalent to the pre-bid EMD shall be converted into the Earnest Money Deposit(EMD)/SD, irrespective of the date of issue of the Sale Intimation Letter by email. The status of the highest bid(s) having been accepted on Confirmed or STA (Subject to Approval) 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). Bidders must always keep their registered email account valid and keep a watch on their incoming e-mail for their own convenience.

Upon acceptance of the auction bid ,the pre-bid EMD shall be converted to Earnest Money against accepted bids as well as STA ~SUBJECT TO APPROVAL~ basis

1.1. Subject to the reserve price, if any, fixed for the materials by the owner M/s **PM SHRI KENDRIYA VIDYALAYA PANAGARH** (hereinafter referred to as PM SHRI KENDRIYA VIDYALAYA PANAGARH) or persons duly authorized in this regard (hereinafter called as Authorities) and on the terms and conditions hereunder ~As is where is and no complaints basis~.

1.2. The condition for the sale is on 'as is where is basis' and without 'pick and choose' strictly as per item's specification/nomenclature, with all its errors in the description of disposal notice. The buyer is required to satisfy himself before bidding in all these respects. In all cases of disputes the decision of **PM SHRI KENDRIYA VIDYALAYA PANAGARH**, shall be final.

1.3. Quantity variation plus minus 20 percent. Offer for part quantity not acceptable. In case quantity falls short in any lot, the same will not be made up. The contract will be short closed at the quantity actually issued.

1.4. Before removal of excisable goods collection of any penalty, ground rent, etc i.e. any additional consideration will form a part of the assessable value / transaction value as per applicable law.

## 2.0. VALIDITY :

2.1. VALIDITY OF BIDS :All Bids will be valid for acceptance by MSTC for a period of 30 days from the date of closing of e-Auction, excluding the date of closing. In case the 30th day falls on a holiday or remains closed for MSTC, such Bids will be deemed to be automatically extended to be valid upto the next working day of MSTC or mutually agreed upon by PM SHRI KENDRIYA VIDYALAYA PANAGARH and the bidder.

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

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### 3.0 Caveat Emptor :

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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.

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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 PM SHRI KENDRIYA VIDYALAYA PANAGARH /MSTC and/or the Authorities after the bid is opened/accepted.

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3.3. PM SHRI KENDRIYA VIDYALAYA PANAGARH / MSTC does not give any warrantee or guarantee for the quality, chemical composition of each individual items in the lot or about the end use or fitness for a particular purpose.

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### 4.0. EARNEST MONEY DEPOSIT FOR AUCTION :

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**SALE INTIMATION:** Immediately after 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. However issue of SIL is only for record purpose and payment of Post-Bid EMD/SD will have to be made within the stipulated time counted from the date of closing of e-Auction, irrespective of the date of issue of the Sale Intimation Letter by email. The status of the highest bid(s) having been accepted on Confirmed or STA (Subject to Approval) 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 MD/ SD on the plea of non-receipt of SIL will not be entertained by MSTC. Bidders must always keep their registered email account valid and keep a watch on their incoming e-mail for their own convenience.

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4.1. Upon acceptance of the auction bid the buyer shall have to pay Earnest Money @ 20 % against accepted bids positively within 7 days of confirmation of bid by E-PAYMENT/RTGS/NEFT ONLY in favour of MSTC/ **PM SHRI KENDRIYA VIDYALAYA PANAGARH.**

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4.2. If any offer is accepted on ~SUBJECT TO APPROVAL~ (STA) basis the buyer shall have to pay Earnest money @20% against accepted bids positively within 7 days of confirmation of bid by E-PAYMENT/RTGS/NEFT ONLY in favour of MSTC/ PM SHRI KENDRIYA VIDYALAYA PANAGARH.

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4.3. UPON ISSUE OF SALE ORDER, THE EMD WILL BE ADJUSTED AGAINST MATERIAL VALUE AS DETAILED IN THE TERMS.

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4.4. Non submission of EMD within the stipulated time will lead to deactivation and deregistration of the concerned buyer, thereby debarring them for at least 6 months.

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## 5.0. PAYMENT OF BALANCE AMOUNT :

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5.1. The payment of full amount along-with all applicable taxes & duties ( GST & other applicable charges) will be required to be made within 14 days from auction closing date for 'sold' (confirmed lots).

For STA lots, full payment will be required to be made within 17 (Seventeen) days from the date of acceptance by the school. The payment is to be made in the form E-PAYMENT/RTGS/NEFT ONLY in favour of MSTC/ PM SHRI KENDRIYA VIDYALAYA PANAGARH

5.2. 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 per cent per week or part thereof on the material value, within a period of 14 Calendar days from the date of the expiry of the free-payment time. Thereafter, the EMD amount shall automatically stand forfeited.

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## 6.0. GST :

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6.1. GST & other duties if any over the price quoted/auctioned along with the full balance payment for issue of Sale Order. Such Taxes are assessed by the Tax Authorities 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.

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## 6.2 INCOME TAX

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Income Tax @ 1.0% on the gross value shall be charged. Gross value means base price + GST + other applicable charges. Exemption will be given to manufacturers and processors on production of exemption certificate from the concerned assessing officer of the Income tax department (certificate has to be signed by IT Department). Exemption is not available to retailers / traders.

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## 7.0. DELIVERY SCHEDULE FOR GENERAL :

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7.1. The buyer shall lift the materials within 30 Calendar days (unless specified against any lot) from the date of issuance of the Delivery Order (excluding the date of issue)/Sale Release Order (SRO) being issued by the Owner/Seller/Principal (i.e PM SHRI KENDRIYA VIDYALAYA PANAGARH) after receipt of payment as received from MSTC . Delivery shall be given on all working days of the school except Saturday/Sunday/closed holiday observed by the owner unless otherwise specially permitted so by the Owner/Seller.

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## 7.2. Ground Rent :

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In case of any default in lifting the materials by the buyer(s) within the time limit specified herein above, the stockholder shall claim ground rent in advance

from the buyers @ 2% per day on the value of the unlifted quantity upto a period of 2 weeks after the date of expiry of free delivery period. In case of delay beyond 2 weeks, the seller/MSTC reserves the right to grant further extension with or without additional ground rent.

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#### 8.0. FORFEITURE OF EMD/SALE VALUE :

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8.1. 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 un cleared and the amount paid to PM SHRI KENDRIYA VIDYALAYA PANAGARH, including EMD shall stand forfeited at the expiry of the said period. PM SHRI KENDRIYA VIDYALAYA PANAGARH, shall have the right to dispose of such goods in any manner it likes. The purchaser will have no right whatsoever to any compensation.

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#### 9.0. DELIVERY OF THE MATERIALS :

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9.1. For delivery, buyers must report by 10.30 AM on working days in the respective units of PM SHRI KENDRIYA VIDYALAYA PANAGARH, . In case the last day of delivery happens to be a Closed Holiday for PM SHRI KENDRIYA VIDYALAYA PANAGARH, the next working day will be taken as the date of lifting without any Ground Rent. Buyers must produce the delivery order issued by MSTC to PM SHRI KENDRIYA VIDYALAYA PANAGARH, at the time of taking delivery of the materials

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9.2. 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 PM SHRI KENDRIYA VIDYALAYA PANAGARH, / MSTC.

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9.3. Legible photocopy of Identity Card together with the original one issued by MSTC to the Buyer has to be submitted to PM SHRI KENDRIYA VIDYALAYA PANAGARH . The original Photo I-card will be returned to the buyer on verification with the photocopy of I-card. If the original buyer wishes to take delivery of the goods purchased through his representative, then he will give a letter authorizing him to take the delivery of the same on his behalf. The letter shall contain details of the goods to be collected together with reference number & date of the Government's letter accepting his offer.

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9.4. The segregation of material is not allowed. Breaking / cutting is also not allowed except under special circumstances at the discretion of the **PM SHRI KENDRIYA VIDYALAYA PANAGARH** .

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10.0 For hazardous items such as E-Waste, batteries, lead, transformer oil, zinc dross/ash, etc, customers registered with MOEF (Ministry of Environment & Forest) are eligible for participation.

A copy of MOEF Certificate should be provided at the time of depositing payment/taking delivery by bidder.

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11.0 **PM SHRI KENDRIYA VIDYALAYA PANAGARH** reserves the right to accept or reject any offer or withdraw disposal, increase or decrease the quantity of any lot without assigning any reason. **PM SHRI KENDRIYA VIDYALAYA PANAGARH** reserves the right to short close the contract at any stage without assigning any reason.

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12.0 NOTE :

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a) If the successful highest Bidder (Confirmed or Provisional/Subject to Approval) fails to pay the EMD/Security Deposit in time from the date of issue of Sale Intimation Letter by email, then he shall be DEBARRED for a minimum period of 6 (six) months from participating in all e Auctions and disposal sales by MSTC on behalf of this Principal and, his Registration Fee will be forfeited. While considering his reactivation all facts including the number of Principals/eauctions/lots for which he had failed which are germane should be taken into account. MSTC at its sole discretion may take recourse to any of the following options for sale of the unsold Lot :-

(i) The Unsold Lot may be put up for re-e-auction at the sole discretion of MSTC without pre-bid EMD (Earnest Money Deposit) or with pre-bid EMD as may be deemed fit by MSTC.

(ii) In case of default in payment of SD and/or balance Sale Value with Duties and Taxes by the successful Higher Bidder, MSTC reserves the right to invite bids for the respective Lot from all the bidders of the concerned Lot (other than the defaulting Bidder ) OR all registered customers in Sealed Covers along with the prescribed Security Deposit within the time stipulated by MSTC for finalizing the sale or to take any other action as may be deemed fit in consultation with the PRINCIPAL.

(iii) MSTC may take any other action as may be deemed fit by the PRINCIPAL.

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*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/MSTC\\_Static\\_Pages/frontpage/INTEGRITY\\_PACT\\_-\\_Buyer-Seller.htm](http://www.mstcindia.co.in/MSTC_Static_Pages/frontpage/INTEGRITY_PACT_-_Buyer-Seller.htm).*

*-NOTE-2-The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the Live eAuction 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 eAuction Registration with MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's eAuction Website are tentative and subject to change at MSTC's sole discretion before the start of eAuction. Bidders should therefore download the Material List and STC displayed only under View Live Auctions for their record purpose, if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the eAuction Website and clicking on NEW USER. Participation in the eAuction 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.*