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Event Details

Server Time : 2023/2/27 10:50:28

Event No.	Opening Date & Time	Closing Date & Time	Inspection From Date	Inspection Closing Date	EMD Type
MSTC/BPL/DISTRICT AND SESSIONS COURT HOSHANGABAD MP/2/DISTRICT AND SESSIONS COURT HOSHANGABAD MP/22-23/41911 Event Type : General e-Auction RCM YES	2023-03-10::11:00:00	2023-03-10::15:00:00	2023-02-25	2023-03-09	No EMD

Seller Details

Seller / Company Name	Location	Street	City	Country	Telephone	FAX	Email	Contact Person
DISTRICT AND SESSIONS COURT HOSHANGABAD MP	DISTRICT AND SESSIONS COURT HOSHANGABAD MP	DISTRICT AND SESSIONS COURT NARMADAPURAM	HOSHANGABAD-461001	INDIA	07574292250	07574292250	dcourthos-mp@nic.in	PRINCIPAL DISTRICT AND SESSIONS JUDGE HOSHANGABAD MP

LOT NO[PCB GRP]/LOT NAME	LOT Description	Quantity & UOM	GST	Location
LOT No : 1 PCB GRP :[E-Waste] LOT Name: Old/Scrap Misc. E-Waste Items-LIST ATTCHED	<u>Old/Scrap Misc. E-Waste Items-LIST ATTCHED</u> <u>Location: Principal District and Session Court Narmadapuram and Civil Court Seoni Malwa /Pipariya/ Sohagpur</u> <u>Contact Person- 07574-292250/9425335553(Adminstrative Officer),Email:dcourthos-mp@nic.in</u> <u>All auction payment(except MSTC service charges) will be deposited in form of Demand Draft favouring: PRINCIPAL DISTRICT AND SESSIONS JUDGE NARMADAPURAM</u> <u>As per Notification No.36/2017 Central Tax(Rate) dated 13-10-2017 and Notification No.37/2017 Integrated Tax(Rate) dated 13-10-2017, Principal / Seller being Govt. Unit, so GST and Cess on Goods will be deposited by Buyer under Reverse Charge Mechanism(RCM). Buyer shall submit a copy of GST Certificate and GST deposit challan before taking the delivery.</u>	1.0 LOT	As Applicable	Principal District and Session Court Narmadapuram and Civil Court Seoni Malwa /Pipariya/Sohagpur State :Madhya Pradesh
LOT No : 2 PCB GRP :[Used Batteries/Lead Acid Batteries/Lead Acid Cells & Lead Scrap] LOT Name: Old/Scrap Batteries	<u>Old/Scrap Batteries Items-LIST ATTCHED</u> <u>Location:Pirincipal District and Session Court Narmadapuram</u> <u>Contact person- 07574-292250/9425335553(Adminstrative Officer),Email:dcourthos-mp@nic.in</u> <u>All auction payment(except MSTC service charges) will be deposited in form of Demand Draft favouring: PRINCIPAL DISTRICT AND SESSIONS JUDGE NARMADAPURAM</u> <u>As per Notification No.36/2017 Central Tax(Rate) dated 13-10-2017 and Notification No.37/2017 Integrated Tax(Rate) dated 13-10-2017, Principal / Seller being Govt. Unit, so GST and Cess on Goods will be deposited by Buyer under Reverse Charge Mechanism(RCM). Buyer shall submit a copy of GST Certificate and GST deposit challan before taking the delivery.</u>	1.0 LOT	As Applicable	Principal District and session court Narmadapuram State :Madhya Pradesh

Special Terms and Conditions

CLICK HERE FOR LIST

ऑक्शन अंतर्गत समस्त भुगतान ड्राफ्ट के माध्यम से किया जाएगा। ड्राफ्ट "PRINCIPAL DISTRICT AND SESSIONS JUDGE NARMADAPURAM" के नाम से बनवा कर एमएसटीसी भोपाल कार्यालय प्रेषित करें।

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

FOR INSPECTION AND OTHER MATERIAL RELATED QUERIES BUYERS MAY CONTACT:

Principal District and sessions Judge ,Narmadapuram

07574-292250/9425335553(Administrative Officer),Email:dcourthos-mp@nic.in

**For any Technical support :
MSTC Helpdesk : 07969066600**

Contact Person at MSTC Bhopal :

Shri Neeraj Mathur, Dy.Manager, Ph.0755-2552241/8871111473, Email : bplopn4@mstcindia.in OR mstcbhopal@mstcindia.co.in

Special Note for GST:

Buyers having GST Certificate only should participate in this auction. Provisional GST certificates will not be considered. GST certificate should be submitted to the seller at the time of delivery.

As per Notification No.36/2017 Central Tax (Rate) dated 13-10-2017 and Notification No.37/2017 Integrated Tax (Rate) dated 13-10-2017, Principal / Seller being Govt. Unit, so GST and Cess on Goods will be deposited by Buyer under Reverse Charge Mechanism. Principal / Seller has to collect the true copy of GST Certificate from the buyer before delivery of Goods to them. Buyer shall submit a copy of challan duly stamped and signed by the designated authority towards the proof of deposit of GST.

IMPORTANT NOTE : In case H-1 bidder has failed to deposit EMD within the stipulated time period, without prior written consent of Seller, then Seller reserves the right to forfeit Pre Bid EMD, if any and Re-auction the materials without any further notice to the successful bidder.

The quantity (Nos,Kg,MT etc.) indicated against the materials where unit of measurement(UOM) is LOT are purely indicative and without any guarantee and the seller shall not entertain any complaint from the buyer for any deficiency in quantity or for recovery of the whole or part of the money or any loss of profit/ interest/ damages and otherwise. Seller is not liable to weigh such items while delivery.

ALL SALES ARE ON AS IS WHERE IS BASIS. BUYERS HAVE TO INSPECT THE MATERIAL THOROUGHLY AND SATISFY THEMSELVES ABOUT THE NATURE, HAZARDOUS/EXPLOSIVE PROPERTIES, IF ANY, BEFORE SUBMITTING THE BID. IN CASE THEY COME ACROSS ANY MATERIAL BEYOND THE SCOPE OF THE DESCRIPTION OF MATERIAL, IT SHOULD BE INFORMED TO SELLER/MSTC. MSTC WILL NOT BE RESPONSIBLE FOR ANY COMPLAINT IN THIS REGARD.

It may please be noted that the buyer of any vehicle sold on re-registration basis will get only RC book and it will be mandatory for him to run the vehicle only after getting the same registered in his own name and buyer will have to submit an affidavit(proforma available with Seller on request) in this regard with Seller.

IMPORTANT TERMS :

- 1. NO EMD WILL BE REQUIRED TO BE DEPOSITED AGAINST LOTS UNDER STA TILL ITS APPROVAL BY THE SELLER.**
- 2. REQUIRED EMD WILL BE DEPOSITED ONLY AFTER ACCEPTANCE/APPROVAL OF STA LOTS.**
- 3. EMD SUBMISSION DATE WILL BE 07(SEVEN) DAYS FROM THE DATE OF ACCEPTANCE BY THE SELLER.**
- 4. SYSTEM WILL MAIL AUTOMATICALLY TO THE SUCCESSFUL BIDDER OF STA LOTS FOR PAYMENT OF EMD ONCE THE LOT IS APPROVED BY THE SELLER. Non receipt of email shall not form basis of non payment. It is the liability of the bidders to check Auction Lot Status link given in their login and make payment accordingly when the lot is accepted.**
- 5. E-auction lot status/result The status of the highest bids having been accepted on Confirmed or STA 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 up to 7 days from the from the date of Approval. Status of Lots approved from STA will be displayed up to 7 days from the approval by seller and payment of EMD/SD must be made accordingly.**
- 6. Immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Highest Bidder for Accepted/STA lots. The bidders must always keep their registered email account valid, failing which bidders will be liable for non-compliance of payment/delivery instructions if issued by MSTC/SELLER from time to time.**
- 7. DDs of Cooperative Bank/Arrangement instruments shall not be accepted and will be returned without any action being taken on them.**
- 8. THE e-AUCTION CATALOGUE ON THE LIVE E-AUCTION FLOOR SHOULD BE TREATED AS FINAL AND BINDING.**
- 9. THOUGH A FACILITY IS PROVIDED TO BIDDERS TO SELECT A CATEGORY IN THE LIVE AUCTION FLOOR, HOWEVER, BUYERS, IN THEIR OWN INTEREST ARE ADVISED TO GO TO LIVE E AUCTION FLOOR, AFTER SELECTING "ALL CATEGORIES". MSTC WILL NOT BE RESPONSIBLE FOR ANY OVERSIGHT IN SELECTING THE CATEGORY IN LIVE E AUCTION/LOT ON THE PART OF BIDDERS/BUYERS. The Auction Catalogue appearing on the day of e-auction under VIEW LIVE E-AUCTION is final and as appearing in VIEW LIVE E-AUCTION link may be downloaded.**
- 10. 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.**
- 11. 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.

12. The Principal/Owner of the materials reserves the right to withdraw at any stage the sale of any item or quantity of material either by number or by weight or any other specific unit etc, even after issue of Sale Order/Delivery Order. The Principal/Owner will not be bound to assign any reason or details thereof. Value of the materials so withdrawn, if any, and paid by the buyer will be refunded. The Principal will however, not be responsible for any damage, loss, direct or consequential compensation whatsoever to the buyer nor for payment of any interest.

13. The interested bidders displaying MSTC Photo ID-Card to the Seller and bidder will be permitted to inspect the lots during the inspection period which are at respective places shown above in the presence of concerned Officer or any employee designated for this purpose. Any clarification required may be sought by the Bidders from the SELLER at the time of inspection, and no dispute regarding the material or its physical conditions / location will be entertained Post Auction.

14. All the offer shall be valid for a period of 90 days from the date of closing of e-auction.

This supercedes the General Terms and conditions.

MSTC LIMITED Shall hereinafter referred to as Selling agent of the seller and **PRINCIPAL DISTRICT AND SESSIONS JUDGE NARMADAPURAM** as Seller/Stockholder.

1.Payment:

(i)EMD: The bidders shall submit Earnest Money Deposit by way of Bank Draft in favour of **PRINCIPAL DISTRICT AND SESSIONS JUDGE NARMADAPURAM** at MSTC within 7 days from the date of close of auction(excluding the date of closing of e-auction) for accepted lots or within 7 days from acceptance of STA* lots. The EMD shall be @25% of the net sale Value quoted for Lots sold. Upon issue of the sale order the EMD shall automatically be converted into Security Deposit. The Security Deposit as specified in Sale Order shall be adjusted only at the time of final payment. It should be noted that failure to submit post bid EMD/SD within above stipulated time will result in automatic deactivation of buyer's login from MSTC System for a minimum period of 3/6 months as per the policy. Thus the bidders shall be debarred from participation in any auction being conducted by MSTC for a minimum period of 3/6 months. In case of failure to pay EMD for Pre-bid EMD lots, within stipulated period, such Pre-bid EMD will be forfeited and user account of buyer will not be de-activated. Buyers login may however be activated only if full payment is received within 17 days from the date of closing of e-auction, with full power to the seller to accept/deny such payment in case of non submission of EMD within 7 days.

of material either by number or by weight or any other specific unit etc, even after issue of Sale Order/Delivery Order. The Principal/Seller will not be bound to assign any reason or details thereof. Value of the materials so withdrawn, if any, and paid by the buyer will be refunded. The Principal will however, not be responsible for any damage, loss, direct or consequential compensation whatsoever to the buyer nor for payment of any interest.

6. Bidders are advised in their own interest to make appointment with the seller 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 Seller/MSTC.

7. Damage: The buyer shall make good all damages which may be caused to any property of govt. or to any other person by any act of default by the buyer, his agents, or servants, in connection with the removal of any of the good, or omission to take necessary precautions provided that Stockholder may, at its option, make good such damage and charge the buyer with the expenses thereof.

8. Assignment or sub-letting of contract : The buyer shall not assign or sub-let this contract or any part thereof without the written permission of the Stockholder and even if permitted to do so shall remain liable towards fulfillment of the contract.

9. CAUTION IN SUBMISSION OF BID: 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/Seller in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of 0s /No of Digits/Unit of Measurement etc.) 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. 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 / Seller from the Bidders. Details and warnings are displayed by means of popup, so bidder should not use any browser settings which disable or block popups. Bidding should be done on Desktop/Laptop only and popups should be allowed.

10. Service Provider shall ensure that the bidding process is smooth and bidders do not face any problem in bidding. However, Service Provider shall not be responsible for any problem at the bidder s end like failure of electricity, loss of internet connection, any trouble with bidder s computer etc. which may cause inconvenience or prevent the bidder from bidding in any e-auction. In the case of any problem / interruption in service at sever end of Service Provider, Service Provider shall try to rectify the problem at the earliest and restore normalcy of bidding process. Under such conditions, if deemed fit by the Service Provider, Service Provider may, in consultation with the Principal, extend or alter the schedule of e-auction.

Submission of bid(s) by the Buyer, shall be construed to conclude that the buyer has inspected the material and has satisfied himself about the nature, quantity ,quality, other technical specifications, taxes-duties and legalities prior to the e-auction. No complaint, whatsoever, on the points referred above, would be entertained after the submission of the bid.