

Auction Details		
Auction No	MSTC/BLR/INDIAN INSTITUTE OF HORTICULTURAL RESEARCH/2/HESSARGHATTA/18-19/5723[176277] Type : O	
Opening Date & Time[View Date]	25-05-2018::11:00:00[16-05-2018]	
Closing Date & Time	Scheduled Time 25-05-2018::15:30:00	Closed At 25-05-2018::15:30:00
Inspection From Date	17-05-2018	
Inspection Closing Date	24-05-2018	
EMD Type	Not a Auto Prebid EMD Auction	

Seller Details	
Seller /Company Name	INDIAN INSTITUTE OF HORTICULTURAL RESEARCH
Location	HESSARGHATTA
Street	HESSARGHATTA LAKE POST
City	BANGALORE-560089
Country	INDIA
Telephone	9123086100,
Fax	08028466291
Email	purchase@ihr.res.in
Contact Person	Shri. MALAY BISHT

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	GST	LOCATION
LOT No. :01 LOT Name :SAPOTA ROUND VARIETY-FRUITS ONLY	SAPOTA ROUND VARIETY- FRUITS ONLY 5NOS. SAPOTA TREES ROUND VARIETY WILL BE RESERVED AND NOT ALLOWED TO HARVEST THE FRUITS. CLICK FOR TERMS AND CONDITION	275.0 NO	As Applicable /As Applicable	BLOCK-I, ICAR-IIHR, HESARAGHATTA, BANGALORE State :Karnataka
LOT No. :02 LOT Name :SAPOTA OBLONG VARIETY-FRUITS ONLY	SAPOTA OBLONG VARIETY- FRUITS ONLY CLICK FOR TERMS AND CONDITION	276.0 NO	As Applicable /As Applicable	BLOCK-I, ICAR-IIHR, HESARAGHATTA, BANGALORE State :Karnataka
LOT No. :03 LOT Name :SAPOTA GERMPLOSM VARIETY-FRUITS ONLY	SAPOTA GERMPLOSM VARIETY- FRUITS ONLY CLICK FOR TERMS AND CONDITION	100.0 NO	As Applicable /As Applicable	BLOCK-I, ICAR-IIHR, HESARAGHATTA, BANGALORE State :Karnataka

Total No of Lots = 3

SPECIAL TERMS & CONDITION

THE 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.

[CLICK FOR GTC](#)

[CLICK FOR BSTC](#)

THE TERMS & CONDITIONS INCLUDING THE LIST OF MATERIALS APPEARING ON THE DATE OF E-AUCTION IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS, THE SAME MAY PLEASE BE DOWN LOADED FOR ANY FURTHER REFERENCE.

Contact Official of MSTC : Mr. SATYA SINGH, SM, MSTC, Bangalore (Ph. Nos.080-22260054/22266417)

Quantities are indicative and may vary +/- 25%.

Sale is on "AS IS WHERE IS AND NO COMPLAINT BASIS". No complaint regarding quality, quantity, or composition of the material will be entertained.

1. INDIAN INSTITUTE OF HORTICULTURAL RESEARCH, HESSARGHATTA the owner / seller, will be hereinafter referred to as PRINCIPAL and MSTC Ltd., the Selling Agent of PRINCIPAL will be hereinafter referred to as MSTC. Wherever the word Buyer, Purchaser, Successful Bidder are indicated, it will be referred to as Successful Bidder.

2. VALIDITY OF BIDS: All bids will be valid for acceptance by MSTC for a period of 30 (THIRTY) calendar 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.

3. INSPECTION: The intending bidder or his authorized representative may inspect the materials during office hours on any working day of Principal at the location specified with the prior permission from the PRINCIPAL. The bidders / customers shall carry the photo identification card issued by MSTC, without which inspection will not be permitted. In case the bidders / customers send their authorized representative for inspection, they will be permitted subject to their producing the authorisation letter and photo identification card (issued by MSTC). The detailed description of all lots including list of spare parts, if any, are available at site.

4. The description / quality indicated are approximate and furnished to enable bidders to quote their rates. Bidders are advised to quote their rates only after inspection of items at site. But neither the sale could be invalidated nor the bidder can make any claim/ compensation whatsoever on account of any defect in description, deficiency in the quantity and quality. Notwithstanding anything contained in the E-Auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale is on as is where is basis only. PRINCIPAL/MSTC, do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. Goods / Equipment will be sold in as is where is condition and the whole items shall be taken delivery from the site by the successful bidders with its faults, errors in description if any. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of CAVEAT EMPTOR (let the buyer beware) will apply.

5. Conditional offers will not be accepted / entertained.

6. The items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer. PRINCIPAL / MSTC will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lots as put up for sale subject to change by nature's wear and tear. No complaint regarding quality or misdescription for the materials sold will be entertained once the bid has been accepted.

7. GST: 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.

8. TAX COLLECTED AT SOURCE: Income tax as applicable.

9. EARNEST MONEY DEPOSIT: **It is the responsibility of the Bidders to check the status of their bids after the closing of the e-Auction and pay the EMD amount accordingly.** EMD payable within 7(Seven) calendar days from the date of closing of e-auction in case of accepted/sold lots and from the date of confirmation of acceptance in case of lots under STA. The bidder has to deposit EMD equivalent to 25% of quoted Basic value of the confirmed lots, failing which the Login of the party will be deactivated and in addition to that other actions may be taken as deemed fit by Principal/MSTC and the offer will stand withdrawn. The EMD amount will be adjusted against the material value. EMD amount shall be adjusted only after completion of 75% allotted quantity. Wherever payment is accepted on installment basis the EMD amount will be adjusted with the last installment.

THE EMD AMOUNT IS TO BE PAID DIRECTLY TO INDIAN INSTITUTE OF HORTICULTURAL RESEARCH's account. Account details are : Bank Name :CENTRAL BANK OF INDIA Branch :IIHR BRANCH A/c No : 1805800018 IFS Code :CBIN0283973

10. ISSUANCE OF SALE ORDER: On receipt of EMD a Sale Order/Acceptance Letter will be issued by MSTC for sold lots.

11. PAYMENT: In case of sold / confirmed lots the buyer will have to deposit balance material value except service charge, after adjustment of the EMD amount, along with GST, IT and other taxes & duties if any, as per the Sale Order, within 15 (FIFTEEN) calendar days from the date of Sale Order. Any statutory variations of rate of Taxes/Duties are to be borne by the purchaser.

THE Balance AMOUNT IS TO BE PAID DIRECTLY TO INDIAN INSTITUTE OF HORTICULTURAL RESEARCH's account. Account details are : Bank Name :CENTRAL BANK OF INDIA Branch :IIHR BRANCH A/c No : 1805800018 IFS Code :CBIN02839733

The service charge amount is to be paid in MSTC's account using e-payment gateway provided at buyer log in. After making the payment, buyer has to intimate mentioning the UTR details for verification.

In case of delay late payment penalty @ 1% per week or part thereof will be charged on the balance material value, upto a maximum period of 1 (ONE) week only and thereafter the EMD will stand forfeited without any notice. In case, the last day of payment happens to be a Closed Holiday for MSTC or Banking Institutions, the next working day will be taken as the day of payment without late payment charges.

12. DELIVERY TERMS: The Delivery Orders will be issued after receiving of the above mentioned payments. Delivery has to be taken within 30 (THIRTY) calendar days from the date of the ACCEPTANCE LETTER/SALE ORDER (excluding the date of issue) and the same

includes the time period required for receiving the payment by PRINCIPAL from MSTC and realization of the same. The delivery of material will be given after receipt of the payment by Principal.

In case of delay in lifting the material, ground rent @ 1% per week will be charged up to 1 (ONE) week only and thereafter the EMD will stand forfeited without any notice. If the last date of delivery falls on a holiday of Principal, the next date of delivery will be the immediate next working day of Principal. Materials sold but not removed within the specified date will become the property of the Principal and it will have the right to dispose of such goods in any manner as they may deem fit without any notice. For the material sold on weight basis, weighment recorded on the weighbridge of the Principal, will be considered as final and complaints regarding discrepancy in weighment of material, after the lorry leaves Principal's premises, will not be entertained.

In this regard, it is clarified that where the materials are sold on weight/Number/volume/length basis, ground rent applicable will be @ 1% (TWO Percent) maximum one week for the quantity remaining unlifted. However, where the materials are sold on lot basis, ground rent will be charged @ 1% (two percent) maximum one week on the basis of the entire lot value, irrespective of the quantity remaining unlifted.

At the time of delivery, the actual quantity may vary +/- 25% 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.

13. Materials will be delivered between 08.00 hrs and 15.30 hrs on any working day. No delivery of materials will be given on Sundays and closed holidays observed by Principal. The buyer should intimate in writing two days in advance as to when vehicle will come for taking delivery of the materials. The material will be delivered only to the successful bidder or their authorized representatives against presentation of e-Auction Identity card issued by MSTC. If the successful bidder desires to authorize a representative or an agent for delivery, in such case the bidder shall produce suitable Power of Attorney or authorization letter for each lot separately duly attested by a Notary Public authorizing his representative or agent to lift the materials from PRINCIPAL.

14. Welding / cutting works, if any, will be permitted only with the prior permission from the Principal.

15. DELIVERY OF VEHICLES REGISTERED WITH RTO: The physical delivery of the vehicles, registered with the RTO, will be given only after change of registration in favour of the successful bidder. It is the responsibility of the successful bidders to change the registration favouring their name. Therefore the successful bidder shall contact the Principal after making full payment to obtain necessary documents for the purpose of registration in favour of the buyer.

16. PERIOD OF CONTRACT: Up-to the validity period of the Delivery Order/ Release Order issued by MSTC / Principal.

17. SALE OF ITEMS / LOTS COMPRISING HAZARDOUS WASTE: Sale of Hazardous waste Items will be governed by the following procedures in addition to Guidelines / Notifications issued by the Central Pollution Control Board (CPCB) / Ministry Environment & Forests (MOEF) and State Pollution Control Board from time to time. Bidder should be a CPCB/SPCB approved/ Registered Recyclers/ Reprocessor. Bidders who are having valid CPCB registration / SPCB approval, consent for Air & water, Hazardous waste authorization will be allowed to participate for bidding. All documents have to be submitted for verification.

(a) Sale of Old Batteries/Lead Acid Batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its subsequent Amendments.

(b) Sale of other Categories of Hazardous Waste Items will be governed by the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 and its subsequent Amendments and/or their relevant statutory Act/Rules.

(c) Sale of e-Waste items will be governed by E-Waste (Management and Handling) Rules, 2011 and its subsequent amendments.

(d) The Bidders must submit a Notarized Copy of the Valid Registration Certificates issued by the State (or Union Territory) Pollution Control Board (PCB) and produce the same to Seller at the time of taking delivery of the materials, failing which their bid will be liable for rejection. The buyer shall produce the original registration Certificates/Pass Book issued by State PCB/CPCB to the PRINCIPAL at the time of taking delivery for verification and making an endorsement of transaction as required by the Pollution Control Board.

(e) In case of sale involving inter-State movement of goods, the Buyer shall also submit a No objection Certificate (NOC) from the concerned State PCB with whom the Buyer is registered to the Seller before taking delivery, failing which the Buyer will be responsible for all the consequences and the Seller shall take further decision as may be deemed fit by them.

(f) Seller/MSTC reserves its right to demand copy of any other document/Licence/Certificate issued by any Statutory/Govt. Authority in favour of the Bidder, if required, under any Statutory or State/Central Government Act/Law/Order/Rules, etc.

(g) The bidder shall be responsible for ensuring that all Registration Certificates issued by State PCB / CPCB / MOEF are kept valid for the entire period of the contract, if awarded to them, as well as the period of processing such Hazardous Waste Item by them. MSTC / Principal at its sole discretion may ask the bidder to extend the validity period of their Registration Certificate for a suitable period as deemed fit by MSTC / Principal and in such event the bidder shall be bound to do so, failing which their Bid/Contract may be rejected / cancelled at the sole discretion of MSTC / Principal and no complaint in this regard will be entertained from the bidder.

(h) The used/waste oil shall be taken delivery on as is where is condition and no complaint basis. Separation of Oil & water etc. shall not be allowed at site.

18. In mixed lot, picking items at random is not allowed. Loading should be done as a whole without choosing and picking. No packing, sorting, cutting or breaking of goods or materials sold will be permitted unless otherwise it is specified.

19. 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 after acceptance of bid/issue of sale order/deposit of full sale value by the bidder, 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.

20. Principal /MSTC will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes of other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.

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

22. ACCIDENTS ETC. TO BUYER'S LABOURER: 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.

23. BLACKLISTING: If it is found that the bidder is not following the terms and conditions of payment, delivery or other conditions of the E-Auction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidders are liable to be blacklisted and appropriate action will be taken as deemed fit by Principal /MSTC.

24. 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. Further any such dispute, doubts or differences of opinion arising at the time of payment of Delivery, bidders shall agree and abide by the decision of Principal /MSTC.

25. The purchaser shall bring their own bags and boxes, cases or their receptacles for the removal of the auctioned items and shall be responsible for loading, weightment of materials under supervision of authorized official of the Principal.

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

27. All quantities either by weight or measurement as mentioned in the e-Auction sale catalogue are approximate. The payment must be made as per actual count or weight. If the delivery of actual quantity in any lot exceeds the quantity in the catalogue, Principal reserves the right to retain the excess quantity material in the lot at its discretion. If the quantity in a lot on actual weightment of count is less than the announced quantity as indicated in the e-action material list, Principal will not make good the deficiency under any circumstances. The purchaser thereof will be entitled to obtain a refund for the undelivered quantity at the accepted rates. No interest will be paid on the amount of short delivered quantity.

28. In the event of any disputes or differences in connection with the contract, the decision of the authorised representative of the Principal shall be final and binding on all parties and will be settled as per the Indian Law in the Court Jurisdiction of BANGALORE only.

29. If any foreign materials are found to be mixed in the lot, other than the items included in the E-auction catalogue, Acceptance Letter (Sale Order), the Principal reserves the right to remove the same at the time of delivery.

30. The terms and conditions are supplementary to the remedy available under the law.

31. Any auctioned materials shall not be sold or parted with to any of the employees of Principal / MSTC.

32. The purchaser should ensure that Sales/Customs/RTO and all other statutory formalities as required are complied with wherever necessary and expenses including tax/insurance charges etc. should be borne by the purchaser.