| Auction Details | | |
|---|---|---|
| **Auction No** | MSTC/ERO/WEST BENGAL STATE ELECTRICITY TRANSMISSION CO. LTD./5/SALT LAKE/24-25/61012[493405] | |
| **Opening Date & Time** | 20-03-2025::12:00:00 | |
| **Closing Date & Time** | **Scheduled Time** ***20-03-2025::16:00:00*** | **Closed At** 20-03-2025::16:00:00 |
| **Inspection From Date** | 07-03-2025 | |
| **Inspection Closing Date** | 19-03-2025 | |
| **EMD Type** | **Item Wise EMD** | |
| **Auto Extension(In minutes)** | 8 | |
| **Auction Status** | Not Activated | |

| Seller Details | |
|---|---|
| **Seller /Company Name** | WEST BENGAL STATE ELECTRICITY TRANSMISSION CO. LTD. |
| **Location** | SALT LAKE |
| **Street** | BIDYUT BHAWAN, (10TH FLOOR-B Block), DJ-BLOCK, SECTOR-II. |
| **City** | SALT LAKE, KOLKATA-700091 |
| **Country** | INDIA |
| **Telephone** | 9434910658 |
| **Fax** | (033) 2359-1894 |
| **Email** | ceprocurement.scrap@gmail.com |
| **Contact Person** | Mr. Sourabh Das |

| LOT NO[PCB GRP]/LOT NAME | LOT DESC | QUANTITY | ED/(ST/VAT) | LOCATION | Pre bid EMD Amount | Bid Valid Till (DD-MM-YYYY) |
|---|---|---|---|---|---|---|
| **Lot No. :**LOT-1<br>**Lot Name :**Scrap Transformer Without Transformer Oil | **Scrap Transformer Without Transformer Oil**<br>**CLICK HERE FOR LOT ANNEXURE.**<br>**HSN Code :** 85043400<br>**Materials Location & Respective Area Office :** Alipurduar 220 KV SS Store / Alipurduar Area | 1.0 LOT | As Applicable /As Applicable | Alipurduar 220 KV SS Store / Alipurduar Area Office State :West Bengal | 620000.00 | 19-04-2025 |

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|---|---|---|---|---|---|---|
| | Office<br><br>**Pre-Bid EMD (Rs.) :** 620000<br><br>**Contact No. for Inspection :** 9434910071<br><br>**LIST OF THE MATERIAL ARE INDICATIVE IN NATURE AND MATERIAL WILL BE SOLD AS IS WHERE IS, AS IS AVAILABLE AND NO COMPLAIN BASIS** | | | | | |
| **Lot No. :**LOT-2<br><br>**Lot Name :**Scrap Transformer Without Transformer Oil | **Scrap Transformer Without Transformer Oil**<br><br>**CLICK HERE FOR LOT ANNEXURE.**<br><br>**HSN Code :** 85043400<br><br>**Materials Location & Respective Area Office :** Coochbehar 132 KV SS Store / Alipurduar Area Office<br><br>**Pre-Bid EMD (Rs.) :** 50000<br><br>**Contact No. for Inspection :** 9434910071<br><br>**LIST OF THE MATERIAL ARE INDICATIVE IN NATURE AND MATERIAL WILL BE SOLD AS IS WHERE IS, AS IS AVAILABLE AND NO COMPLAIN BASIS** | 1.0 LOT | As Applicable /As Applicable | Coochbehar 132 KV SS Store / Alipurduar Area Office State :West Bengal | **50000.00** | 19-04-2025 |
| **Lot No. :**LOT-3 | **Scrap Transformer** | 1.0 LOT | As Applicable /As Applicable | Kamakhyaguri 66 KV SS Store / | **760000.00** | 19-04-2025 |

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| **Lot Name :**Scrap Transformer Without Transformer Oil | **Without Transformer Oil**<br><br>**CLICK HERE FOR LOT ANNEXURE.**<br>**HSN Code :** 85043400<br><br>**Materials Location & Respective Area Office :** Kamakhyaguri 66 KV SS Store / Alipurduar Area Office<br><br>**Pre-Bid EMD (Rs.) :** 760000<br><br>**Contact No. for Inspection :** 9434910071<br><br>**LIST OF THE MATERIAL ARE INDICATIVE IN NATURE AND MATERIAL WILL BE SOLD AS IS WHERE IS, AS IS AVAILABLE AND NO COMPLAIN BASIS** | | | Alipurduar Area Office State :West Bengal | | |
| **Lot No. :**LOT-4<br><br>**Lot Name :**Scrap Transformer Without Transformer Oil | **Scrap Transformer Without Transformer Oil**<br><br>**CLICK HERE FOR LOT ANNEXURE.**<br><br>**HSN Code :** 85043400<br><br>**Materials Location & Respective Area Office :** Birpara 132 KV SS Store / Jalpaiguri Area Office<br><br>**Pre-Bid EMD (Rs.) :** 210000<br><br>**Contact No. for** | 1.0 LOT | As Applicable /As Applicable | Birpara 132 KV SS Store / Jalpaiguri Area Office State :West Bengal | **210000.00** | 19-04-2025 |

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| | **Inspection :** 9434910073<br><br>**LIST OF THE MATERIAL ARE INDICATIVE IN NATURE AND MATERIAL WILL BE SOLD AS IS WHERE IS, AS IS AVAILABLE AND NO COMPLAIN BASIS** | | | | | |
| **Lot No. :**LOT-5<br><br>**Lot Name :**Scrap Transformer Without Transformer Oil | **Scrap Transformer Without Transformer Oil**<br><br>**CLICK HERE FOR LOT ANNEXURE.**<br><br>**HSN Code :** 85043400<br><br>**Materials Location & Respective Area Office :** Chalsa 132 KV SS Store / Jalpaiguri Area Office<br><br>**Pre-Bid EMD (Rs.) :** 190000<br><br>**Contact No. for Inspection :** 9434910073<br><br>**LIST OF THE MATERIAL ARE INDICATIVE IN NATURE AND MATERIAL WILL BE SOLD AS IS WHERE IS, AS IS AVAILABLE AND NO COMPLAIN BASIS** | 1.0 LOT | As Applicable /As Applicable | Chalsa 132 KV SS Store / Jalpaiguri Area Office State :West Bengal | **190000.00** | 19-04-2025 |

**Total No of Lots = 5**

**SPECIAL TERMS & CONDITION**

# ALL THE PAYMENTS WILL BE MADE TO MSTC.

**Statutory compliance may be followed by buyer of scrap materials as per vide Circular No. 25/2024 - Central Tax, Govt. of India, dtd. - 9th October 2024.**

**With effect from 10th October 2024, TDS at 2% on GST is applicable for transactions where any registered person receives supplies of metal scrap (falling under Chapters 72 to 81 of the First Schedule to the Customs Tariff Act, 1975) from another registered person. subject to a contract value exceeding 2,50,000/-.**

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

**MSTC / owner / seller shall not be responsible for any technical glitch/ interruption of internet/ network disruption / local discrepancies / power failure/ hardware issues, etc. at the bidder's end.**

**PICKING AND CHOOSING OF MATERIALS STRICTLY PROHIBITED and Lots Shall be sold on 'As is Where is' 'Clean Sweep'and 'No Complaint' basis.**

**Payment of Balance Material Value shall ONLY be paid to WEST BENGAL STATE ELECTRICITY TRANSMISSION CO. LTD. at the following account.**
**RTGS/NEFT PAYMENT OF MATERIAL VALUE TO MSTC's A/C SHALL NOT BE ACCEPTED.**
**PAYMENT OF POST BID EMD CAN BE MADE TO MSTC TRHOUGH E-PAYMENT LINK ONLY.**
**PHYSICAL MODE OF PAYMENTS LIKE DD/CHEQUE IS TO BE STRICTLY AVOIDED.**

**PRE-BID EMD PAYMENT MADE, IF ANY, MAY BE ADJUSTED AGAINST EMD OR SERVICE CHARGES ONLY.**

**"Pursuant to issuance of CBIC Notification No. 25/2024-Central Tax dated 09.10.2024, it may be noted that necessary compliance for the payment relating to Tax Deduction at Source under Section 51 of the CGST Act, 2017 on metal scrap, wherever applicable, is to be dealt directly by the Buyer with Seller. TDS at the rate of 2% under GST is applicable only when seller and buyer are both registered under GST as regular taxpayer. Since GST TDS is a compliance matter pertaining to the buyer & seller only, MSTC Limited as a Service Provider will not intervene in the matter. Accordingly, the payment is to be done strictly as per the Payment Schedule mentioned in the auction catalogue. "**

**CONTACT PERSON AT MSTC, ERO, KOLKATA :-**
**=> Shri Sabyasachi Mukherjee, CM (ERO), Mb.: 7278030407, Phone No.033-23400000 (Extn: 1609),, Email: eroopn2@mstcindia.in**
**=> Shri. K Kranthi Kumar, DM (ERO), Mb.: 9174009882 , Phone No.033-23400000 (Extn: 1608) Email: eroopn7@mstcindia.in**
**=> Eastern Regional Office:** 033-23400000/23400008
**=> HELP DESK:L: 07969066600, Email:** helpdesk@mstcindia.co.in

## PRE - BID EMD: Points to be followed by Bidders for payment of Pre-Bid EMD:

**PRE-BID EMD: In order to participate in bidding for lots which require pre bid EMD, the bidder is required to have sufficient balance in the EMD wallet provided to the bidder for the purpose. A bidder can add money to its EMD wallet anytime through e-payment mode only.Bidders in their own interest are advised to keep sufficient balance in their EMD wallet to bid in any auction and avoid any last minute hiccup. MSTC/Seller shall not be responsible for any delay in crediting of the money in MSTC□s bank account due to any reason resulting in delay in updating the EMD wallet of the bidder.**

**The intending buyers have to deposit pre-bid EMD as detailed favouring MSTC Limited by way of online transfer of payment through RTGS/NEFT/IMPS, which must be routed through our website only.**

**The process to be followed by Bidders for payment of Pre-Bid:**

**Bidders after successful login will get three new links at their homepage as**

**a. Pay Pre Bid EMD**

**b. EMD Refund Request**

**c. EMD Ledger**

**The facility of Fixed VAN for payment of Global Pre-Bid EMD has been developed and provided to the bidders. As per this provision, whenever the bidder clicks on the link □Pay Pre-Bid EMD□, they will be navigated to a page where they can generate the Fixed VAN. Currently MSTC has included the services of 3 banks i.e., Bank of Baroda, Axis Bank and SBI. Bidders can generate the VAN for one or more banks and add the same to their beneficiary list for future payments of pre bid EMD. They can make Pre-Bid transfers any number of times using the same Virtual Account Number without having the need to generate a new chalan and add beneficiary every time.**
**The VANs are bidder specific, and each bidder will have a different virtual account numbers for Bank of Baroda, Axis Bank and SBI.**
**The facility of fixed VAN is available only for payment of Global Pre-Bid EMD. For the post auction payments, the bidders shall have to follow the existing process of dynamic VAN.**

**Pre bid transferred by any other link will not be considered for bidding in the auction. Submission of Pre Bid EMD through DD/PO is not acceptable. The amount deposited by the bidders will be updated on receipt of confirmation from bank. Thus the bidders are advised to deposit the pre bid EMD well in advance. Once the EMD is received and intimation is received from the bank the amount will be visible in the buyer's login through the link EMD ledger. In case the bidder wants to apply for refund they may apply for refund from their login through the link EMD refund request. Refund to bidder as per their online request will also be processed from MSTC HO on the next working day. This payment will be credited to a specific MSTC HO account only and as per successful bidding, equivalent amount will be forwarded to respective Region/Branch on the next working day. This pre-bid EMD cannot be used for any other purpose. Remittance of pre-bid EMD should be done strictly as per the process detailed above. The Pre-Bid amount will be liable for forfeiture for any failure of the successful bidder to fulfill any of the terms and conditions of the E-Auction. No interest is payable on this pre-Bid EMD. The Pre-Bid EMD of the successful bidder may be converted / adjusted against the SECURITY DEPOSIT .**

**Non submission of EMD within the stipulated time will lead to deactivation and deregistration of the concerned buyer, thereby debarring them as per MSTC policy, in case of back out buyers. In case, Pre-Bid EMD is applicable, login shall remain activated but Pre-Bid EMD will be forfeited.**

**N.B: It may please be noted that, in case of 'Auctionwise Pre-bid EMD', if any bidder becomes H1 for more than one lot, the Pre-Bid EMD will be adjusted as follows:**

**A) If all the lots are accepted, Pre-Bid EMD will be adjusted with the last acceptance letter being issued.**

**B) In case of any lot(s) is in STA, the pre-bid will be kept on hold till the decision of that lot(s) and will be adjusted with the last acceptance letter being issued, in case of rejection of the lot, it will be refunded to respective H1 bidder.**

**Applicable Pre-Bid EMD for the auction with auction-wise Pre-bid EMD, no pre-bid EMD payment on pro-rata basis will be adjusted.**

**Any persons visiting the premises of the Principal should either be the Proprietor/Director/Partner ; OR should carry the following documents:**
**1. Authorization Letter**
**2. MSTC I-card in original**
**3. Aadhaar/Voter ID of the individual.**

**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 AND CLICK Help.**

## GENERAL TERMS & CONDITIONS

**1.0 Subject to the reserve price fixed for the materials by the owner M/s WEST BENGAL STATE ELECTRICITY TRANSMISSION CO. LTD. (hereinafter referred to as WBSETCL) or persons duly authorised in this regard (hereinafter called as Authorities) and on the terms and conditions hereunder sale shall be made on ~As is where is and no complaints basis~.**
**M/s MSTC Limited is the Selling Agent of WBSETCL and hereinafter referred to as M/s MSTC Ltd.**

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**2.0 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. 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 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 (on confirmed or STA basis) by Speed Post/Regd. Post/Courier etc. 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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**3.0 INSPECTION :**
**The materials offered for sale may be inspected with prior permission of the stock holder during working hours (excluding holidays). All the rates are to be quoted on UOM basis as per the catalogue. 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 qty. / number etc. or for recovery of the whole or part of the purchased money or any loss of profit / interest /damages and otherwise.**

***THE BIDDERS ARE TO NOTE THAT ALL INSPECTIONS ARE TO BE DONE PRIOR TO THE AUCTION ONLY. ANY COMPLAINTS RELATED TO THE MATERIALS SHALL NOT BE ENTERTAINED POST AUCTION.***

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**4.0 VALIDITY :**

**4.1 The bidders must keep their offers (including the offers accepted on the ~SUBJECT TO APPROVAL~ (STA) basis) valid for a period of 30 calendar days from the date of closing of the E-auction which may be extended for any further period of time as may be mutually agreed upon by WBSETCL and the bidder.**

**4.2 The contract shall be valid up to the validity period of the delivery order / release order issued by MSTC / principal or up to the extended period of validity of the delivery order / release order in case the delivery period is extended by the principal at their sole discretion as the case may be.**

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**5.0 CAVEAT EMPTOR :**

**5.1. 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.**

**5.2. 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 WBSETCL / MSTC and/or the Authorities after the bid is opened / accepted.**

**5.3. WBSETCL / MSTC do not give any warranty 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.**

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

**6.1. Upon acceptance of the auction bid the buyer shall have to pay Earnest Money (Post-Bid EMD) @ 25 % of material value against accepted bids positively within 7 days of confirmation of bid by E-PAYMENT TO MSTC'S A/C. .**

**6.2. If any offer is accepted on ~SUBJECT TO APPROVAL~ (STA) basis the buyer shall have to pay Earnest Money @ 25% of material value against accepted bids positively within 7 days of confirmation of bid by E-PAYMENT TO MSTC'S A/C. .**

**6.3 In case of auctions where Pre-Bid EMD is not applicable, non-submission of Post-Bid EMD within the stipulated time will lead to deactivation and deregistration of the concerned buyer, thereby debarring them as per MSTC policy.**

**In case of lot/s where PRE BID EMD is applicable, non-submission of POST-BID EMD within the stipulated time will lead to automatically forfeiture of the PRE-BID EMD. However, the bidder□s login shall remain active in such case.**

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**7.0 PAYMENT OF MATERIAL VALUE FOR EXISTING QUANTITY:**

**7.1. UPON ISSUANCE OF ACCEPTANCE LETTER / SALE ORDER :- Bidder has to submit Full / balance payment along with GST , applicable statutory taxes and duties, an amount @5% of the material value (towards additional security deposit, which will be retained and shall be returned/refunded by WBSETCL, Kolkata after satisfactory clearance of the site*. Non submission of this amount will lead to deactivation/debarring of the firm for participation in any future auction of WBSETCL through MSTC*) and other applicable charges, if any, will be required to be made within Twenty-one (21) days from auction closing date for SOLD (confirmed lots). For STA lots, such payment will be required to be made within 15 (fifteen) days from the date of issue of acceptance letter, as per following details:**

**a) Balance material value as per the acceptance letter(along with 5% towards refundable additional security deposit) shall be paid through E-Payment in favour of MSTC Limited or as per the Acceptance Letters/Sale Orders.**

**c) Applicable GST, TCS and/or any other levies should be paid through E-Payment in favour of MSTC LTD., or as per the Acceptance Letters/Sale Orders.**

**d) Payment towards MSTC Service Charges along with applicable taxes and duties as mentioned in Acceptance Letters/Sale Orders to be paid to MSTC's account through NEFT/ RTGS only. No DD/PO/Bank order shall be accepted towards payment of MSTC's Service charge**

**7.2. Demand Draft / Pay Order issued by any Co-operative Bank will not be accepted.**

**7.3. 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.**

**7.4. In case of default in making payment towards balance material value along with applicable taxes and duties within the time limits specified herein above and provided that bidder has made payment of Post-Bid EMD in time and sale acceptance letter/ sale Order has been issued, the due payments towards Balance Material Value may be made together with additional charge at one percent per week or part thereof on the full material value, within a period of 14 Calendar days from the date of the expiry of the free-payment time. However Principal reserves the rights to accept or not to accept sale value with additional charges even after expiry of 14 days as mentioned above. Such delayed payment shall not be accepted with out requisite penalty amount and shall be treated as default and action as deemed fit including but not limited to forfeiture of EMD/SD will be taken against the bidder.**

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**8.0. TAXES & OTHER LEVIES : 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. Non-payment 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.**
**APPLICABLE WAYBILL TO BE GENERATED BY THE BUYER WITH INTIMATION TO SELLER. .**
**8.1 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 Sales Tax 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.**
**NOTE: Form - "C" will be accepted by WBSETCL in case of interstate sale.**
**All applicable taxes must be deposited progressively along with instalment payments where ever applicable.**
**8.2 INCOME TAX:**
**Income Tax @ 1.00 % on purchase price will be charged. Purchase price means base price + sales tax. Exemption will be given to manufacturers and processors on production of exemption certificate from the concerned assessing officer of the income tax department.**

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**9.0. DELIVERY SCHEDULE:**
**9.1. The buyer shall lift the materials within 30 working days from the date of issuance of Delivery Advice by WBSETCL.**
**9.2. Ground rent of 1% per week or part thereof upto 5 weeks (i.e 5%) maximum will be levied if the buyer fails to lift the materials within last date of lifting as per the Delivery Advice and the same will be adjusted from security deposit., if no such request for extension is received, the sale order / delivery order shall stand cancelled on expiry of free lifting period & security deposit will be forfeited automatically without further reference to the buyer.**
**9.3 THE MATERIALS WILL BE DELIVERED 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 WBSETCL**
**(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.**

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**10.0. FORFEITURE OF EMD / SALE VALUE:**
**10.1. 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 uncleared and the amount paid to WBSETCL including EMD shall stand forfeited at the expiry of the said period. WBSETCL shall have the right to dispose of such goods in any manner**

**it likes. The purchaser will have no right whatsoever to any compensation.**
**10.2 In case of non-submission of balance material value, the EMD/ SD shall be forfeited without further notice.**

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**11.0. DELIVERY OF THE MATERIALS:**

**11.1 In case the last day of delivery happens to be a Closed Holiday for WBSETCL, 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 WBSETCL at the time of taking delivery of the materials.**
**11.2. 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 WBSETCL / MSTC.**
**11.3. Short Delivery of Material:**
**In the event of sufficient quantity of material is not available for delivery, the short delivered quantity will be delivered from other units/location of WBSETCL as and when it will be available. No claim in this regard shall be entertained by WBSETCL for loss of profit, damage or interest.**
**11.4. The segregation of material is not allowed.**
**11.5. Weighment of empty and loaded trucks shall be done at WBSETCL weighbridge 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.**
**11.6 Once the material is lifted from the premises of WBSETCL it shall no longer be responsible for any misuse resulting from further sale and / or unauthorised use.**
**11.7. WBSETCL, as the Seller has the sole authority to accept or reject any offer without assigning any reason whatsoever.**

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**12.0 NOTE:**

**a) If the successful highest Bidder (Confirmed or Provisional/Subject to Approval) fails to pay the post bid 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 and, his Registration Fee shall be forfeited. While considering his reactivation all facts including the number of Principals/e-auction/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 :-**
**b) The Unsold Lot may be put up for re-e-auction at the sole discretion of MSTC/ WBSETCL.**
**c) MSTC may take any other action as may be deemed fit by the PRINCIPAL.**

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**c. "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"**