

Auction Details		
Auction No	MSTC/WRO/BALMER LAWRIE & CO. LTD./10/SILVASSA/21-22/13877[301548]	
Opening Date & Time	13-09-2021::12:00:00	
Closing Date & Time	Scheduled Time <u>13-09-2021::16:00:00</u>	Closed At <u>13-09-2021::16:00:00</u>
Inspection From Date	01-09-2021	
Inspection Closing Date	12-09-2021	
EMD Type	<b>No EMD</b>	
Auto Extension(In minutes)	8	
Auction Status	Not Activated	

Seller Details	
Seller /Company Name	BALMER LAWRIE & CO. LTD.
Location	SILVASSA
Street	SURVEY NO 201/1 SAYLI
City	SILVASSA-396230
Country	INDIA
Telephone	9099084731
Fax	9099084732
Email	srivastava.sk@balmerlawrie.com
Contact Person	SHOBHIT KUMAR SRIVASTAVA

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
<b>Lot No. :01</b>  <b>PCB GRP :[Empty Additive Barrel]</b>  <b>Lot Name :Empty MS Barrels , MS Drums, ETC</b>	182 Kg Capacity Empty MS Barrels (with lid) Qty:-70 NOs HSN CODE:- 73101090	1.0 LOT	As Applicable /18.0%	As per Lot Description State :Dadra and Nagar Haveli and Daman and Diu
	182 Kg Capacity Empty MS Barrels (without lid) Qty:- 95 Nos HSN CODE:-73101090			
	210 Ltr. Capacity Empty old/additives M.S. Barrels Qty:-90 Nos HSN CODE:-73101090			
	210 Litre Cap. Drums used for Bituminous Compound Qty:-40 NOs HSN Code:-73101090			
	210 Litre/182 Kgs. Perforated, Cut, completely damaged/dented and/or rusted Barrels that may have holes. Qty:- 55 Nos HSN Code:-73101090			
	182 KG Rusted Non Balmerol Grease MS Drums Qty:- 50 Nos HSN Code:-72044100			
	Location:-BALMER LAWRIE & CO. LTD. SURVEY NO 201/1 SAYLI SILVASSA-396230			

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) - As per vigilance guideline this clause must be included on STC of all auctions, text after - must be removed. 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) - As per vigilance guideline this clause must be included on STC of all auctions, text after - must be removed.

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Bidders participating for the first time need to get registered with MSTC Please get your queries answered on the below registration desk number and follow the attached file to know the procedure.

Registration desk number-022-22829565

[CLICK HERE FOR BUYER REGISTRATION PROCEDURE](#)

Helpdesk No for MSTC WRO : 022-22870471/022-22886266

**Bid Security Declaration:**

H1 Bidder needs to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

The bidder in the said declaration should declare that the bidder shall not withdraw or modify their bid after tender due date and during the bid validity period etc. The bidder should also declare that if they fail to abide by the declaration, they agree to accept the penal action taken against them as specified in the tender.

In case any bidder withdraw or modify the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 12 months. In case, BALMER LAWRIE & CO. LTD. request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.□

### INSPECTION:-

Inspection of disposable materials must be carried during normal working hours with prior appointment with Manager (Purchase) 9898896501 .

The person(s) visiting the seller factory for inspection must bring a letter of authorization from the Organization they represent. However, Balmer Lawrie & Co. Ltd. reserves the right to restrict / permit entry of person(s) for such inspection

FOR ANY QUERIES, PLEASE CONTACT AT Balmer Lawrie & Co Ltd :-Shobhit Srivastava, Manager (Purchase) -9898896501

FOR ANY QUERIES, PLEASE CONTACT AT MSTC, WRO

### GST CLAUSE

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 VAT / Sale Tax Rate shall be replaced by GST Rate and differential tax, if any, will be paid by or refunded to Buyers.

### EMD IS TO BE SUBMITTED IN MSTC ACCOUNT.

**BALANCE MATERIAL VALUE (97 %) SHOULD BE SUBMITTED TO Balmer Lawrie & Co Ltd BANK A/C DIRECTLY BY THE BUYERS THROUGH RTGS/NEFT AT THE FOLLOWING A/C DETAILS** The details amount of payment towards the balance material value favouring the Balmer Lawrie & Co Ltd, GST/Duties, etc. shall be clearly specified in the Sale Order to be issued by MSTC.

Bank Name :HDFC Bank Limited (Account No. 00740110000057 NEFT Code - IFSC □HDFC0000074") through electronic transfer and proof of transfer of funds should be shared

### IMPORTANT NOTES:

1. PLEASE NOTE: THE AUCTION CATALOGUE ON THE LIVE E AUCTION FLOOR SHOULD BE TREATED AS FINAL AND BINDING.

2. 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 EAUCION/LOT ON THE PART OF BIDDERS/BUYERS"

3. PAYMENT CLAUSE: In case 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.

4. DD s of Cooperative Bank shall not be accepted and will be returned without any action being taken on them.

5. 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.

6. ALL SALE SHELL BE ON STA (SUBJECT TO APPROVAL) BASIS. THE EMD @ 3% IS TO BE SUBMITTED WITHIN 7 DAYS FROM THE DATE OF APPROVAL OF THE STA(EXCLUDING THE DATE OF APPROVAL)., HOWEVER, INCASE A BUYER FAILS TO SUBMIT THE EMD WITHIN THIS PERIOD OF 7 DAYS, HE MAY SUBMIT THE FULL PAYMENT ALONG WITH TAXES/DUTIES WITHIN 21 DAYS OF THE DATE OF APPROVAL OF THE STA LOT (EXCLUDING THE DATE OF APPROVAL).HOWEVER, IN SUCH A CASE THE BUYER WILL REMAIN DEACTIVATED AFTER THE EXPIRY OF 7 DAYS PERIOD OF SUBMISSION OF EMD, AND ON SUBMISSION OF FULL PAYMENT, THE BUYER SHALL BE ACTIVATED.

Pre-Bid EMD	EMD / SD	Sale Order (SO)	Balance Amount	Delivery Order (DO)	Contract Validity
NA td>	Amount : 3% of the Net Sale value	SO will be released by MSTC after receiving of EMD/SD amount	Amount : 97% of Net Sale Value + 100% GST + other taxes if applicable.	DO will be released by MSTC after receiving of the entire amount in MSTC's & Seller's account.	60 days from DO. Material to be lifted within 30 days from the date of issuing of DO.
NA.	To be submitted within 7 days of STA acceptance of lot to MSTC		To be submitted directly to the seller within 15 days from release of SO Or within 21 days from the date of release of STA acceptance		. Ground Rent @ 1% per week, max 2% on net sale value to be paid by buyer in case lifting is not done within 30 days from the DO.

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1. MSTC Ltd. shall hereinafter be referred to as MSTC and Balmer Lawrie & Co Ltd as Sellers.

2. All the offers shall be valid for a period of 45 days from the date of closing of e-auction.

3. All the materials are offered for sale on AS IS WHERE IS basis, i.e., where they are stacked and NO COMPLAINT BASIS. Materials are sold on the assumption that bidders have inspected the same and know what they are buying, irrespective of whether they have first inspected the materials or not. No complaint shall be entertained in this regard. After the submission of bid(s) by the Buyer, a presumption would be drawn 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.

4. The successful bidders shall submit Earnest Money Deposit by DD/RTGS within 7 days from the approval of the STA. The EMD must be @ 10% of the net sale value quoted (excluding all taxes & duties) against each lot. Payment through NEFT/RTGS is to be made as per the details given in the PAYMENT TERMS. Upon issuance 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.

5. The period of contract shall be of sixty (60) days from the date of last Delivery order by MSTC against full payment made by the party. The contract shall be deemed to be complete as soon as the area is cleared of the entire material allotted or on completion of the period of contract as mentioned above, whichever is earlier.

6. All the materials are offered for sale on AS IS WHERE IS basis Ex works Sellers. The rates shall be offered ON UNIT BASIS FOR EACH LOT SEPARATELY NOT PART THEREOF (including with packaging material) i.e. in Rupees per unit only.

7. The quantities indicated against the lot are purely indicative subject to a variation of +/- 11%. Quantity are including the packing material and disposal will done on gross Weight basis. In the event of quantity turning out to be more than the estimated quantity and within the range of (+) 11% variation, the buyer has to lift the entire material and clear the site after making the required payment. In the event of a

Actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this ground except the refund of material value for that much quantity from the Seller. The amount of GST and Income Tax pertaining to such undelivered quantity shall not be refunded and will be required to be claimed by the buyer from the respective departments only.

8. The rates must be quoted exclusive of all taxes, duties and any other levies etc. The present rate of GST (Goods & Service Tax) for various lots are indicated in the list of items. However the rate of GST prevailing at the time of making payment shall be applicable. TCS or any other levies if applicable shall be paid by the buyer only.

9. Bidders shall submit his/their income tax clearance certificate (latest) partnership deed of org. as and when demanded by MSTC / Sellers.

10. The Bidder s/customer s workmen shall have to abide by the rules & regulations including safety & security regulations of the relevant statutory Acts. Entry inside the works/stores should only be against Gate pass for the men and equipment for which purchaser/bidder will have to apply well in advance before lifting commences.

11. The purchaser shall ensure that his workmen do not loiter around within the stores area of the Seller. They shall not touch any material except that material shown to them. If any of his workmen is even found violating these restrictions, then the purchaser shall be responsible for making good the loss to the Sellers on which their decision shall be final and binding.

12. **PAYMENT TERMS :** The cost of each lot of material along with all taxes and duties must be paid by the Buyer in one single installment within 15 days from the date of acceptance letter by MSTC (including the date of issue). The details of the mode and amount of payment towards the balance material value favouring the Seller, GST/Duties, etc. shall be clearly specified in the Sale Order.

For any delay in making payment within the time limit specified, the payment may be accepted on the discretion of MSTC/Seller upto a period of two weeks from the due date of payment on payment of additional late payment penalty @ 1% per week on the total sale value, and thereafter on the sole discretion of the Seller. However, MSTC/Seller reserve the right not to accept the payment with or without the late penalty after the expiry of the above mentioned time limits or even within the aforesaid additional period of 14 days at MSTC s/Seller s sole discretion and in such an event the sale of the lot will be automatically cancelled and the Earnest Money / Security Deposit (as the case may be) will automatically stand forfeited.

Payment towards material value and other dues is to be made as stipulated in the Sale order cum Acceptance letter. If there is a default in payment as per terms of Sale order cum Acceptance letter, the security deposit mentioned there in will stand forfeited automatically without any further notice.

A) The RTGS details of Seller A/c is as as above mentioned.

Buyer is requested to positively inform the details of the payments made through email so that there is no delay or confusion in the process of issuance of the Sale Order or Delivery Order.

Bank Account Details of MSTC:

B) RTGS/NEFT Payment Link for payment in MSTC account is 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:

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

Here too, the Buyer is requested to inform the details of the payment through email so that there is no delay or confusion in the process of issuance of the Sale Order or Delivery Order.

13. **LIFTING PERIOD:** The successful buyer shall lift the material by employing their own labour and transport at their own cost within 30 days from the date of Delivery Order issued by the MSTC. The material of all the lots will be delivered by Seller as per the UOM mentioned in the e-auction catalogue, be it on actual Weight/Quantity/Number(s)/lot as stated in the lot description.

14. **GROUND RENT:** If the Successful bidder is unable to lift the material within stipulated period as specified in the DO, Ground Rent @ 1% per week shall be levied and upto 2 weeks maximum, provided written request is received before the expiry of 30 days free lifting period. If no such request is received, the Sale Order shall stand cancelled and the Security Deposit shall be considered forfeited on completion of 30 days of free lifting period.

Customers are required to lift the materials completely on clean sweep basis as to clear the site failing which ground rent as applicable will be charged. Quantity indicated in catalogue is only estimated quantity and Seller/MSTC shall not compensate for any loss & damages should the actual quantity, be less than estimated quantity.

**15. Hazardous Waste :** For sale/disposal of materials coming under the categories of Hazardous Wastes / Scrap / Other Wastes / e-Wastes etc., the bidders in order to be eligible to bid at the e-auctions must have the requisite valid permissions / approvals/clearances by way of registration, consent to operate and authorisations from the prescribed authorities including the Central Pollution Control Board and/or concerned State Pollution Control Board in terms of the Environment (Protection) Act, 1986 and all Rules framed thereunder i.e., the Hazardous Wastes (Management and Handling) Rules 1988, Hazardous Wastes (Management Handling and Trans Boundary Movement) Rules, 2008, the Hazardous and Other Wastes (Management, Handling and Trans Boundary Movement) Rules 2016, the E-Wastes (Management ) Rules 2016 , the Hazardous Chemicals Rules 1989 or any other statutory modifications or enactment thereof .

**16. 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.

**17. The Principal/Seller** 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/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.

**18.Risk purchase clause:** If any buyer fails to uplift the materials within two months , BL reserve the right to sell the disposable material to any other alternate sources at the risk of failed vendor and the differential cost will be recovered from them.

**19 ARBITRATION/ LEGAL JURISDICTION:** This 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.