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Last Updated on 13 December, 2023

Auction Details

Auction Details

Auction No	MSTC/JPR/Rajasthan State Mines & Minerals Ltd./11/Udaipur/23-24/43012[416858]
Opening Date & Time	02-02-2024::12:00:00
Closing Date & Time	02-02-2024::16:00:00
Inspection From Date	10-01-2024
Inspection Closing Date	01-02-2024
EMD Type	Auction Wise
EMD Amonut	100,000.00

Seller Details

Seller/Company Name	Rajasthan State Mines & Minerals Ltd.
Location	Udaipur
Street	4, Meera Marg
City	Udaipur - 313001
Country	INDIA
Telephone	0294-2428768
Fax	0294-2428768
Email	naveengupta.rsmml@rajasthan.gov.in
Contact Person	Naveen Gupta

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	GST	LOCATION
Lot No:1 Lot Name: BEML make Bulldozer BD355 Chasis. No.. G11213, Engine Z511301284F	BEML make Bulldozer BD355 Chasis. No.. G11213, Engine Z511301284F, M/c no. -D-129, transmission applicable to BD355A3 (Chain mounted) Note - Auction on As is where is and Scrap sale basis	1 LOT	As Applicable / 18%	Dozer section Jhamarkotra mines State :Rajasthan
Lot No: 2 Lot Name: Bull Dozer BEML (Dept no. 127), Model no. BD355	Bull Dozer BEML (Dept no. 127), Model no. BD355 Note -Auction is on as is where is and Scrap sale basis It is BD355A3 model having chassis Number G-11093 BEML make bulldozer having 450BHP, S6D170 engine and BEML transmission. Cabin assembly, hood, C Frame, Guards etc lying near Dozer	1 LOT	As Applicable / 18%	Dozer section Jhamarkotra mines State :Rajasthan
Lot No: 3 Lot Name: BEML make Dumper, Model BH85 Chasis no. 8449 (8528)	BEML make Dumper, Model BH85 Chasis no. 8449 (8528), Engine KTA38C s/n 25340783 & Transmission BH85, 100MT alongwith 6 tyres of Size 24x49 Note - Auction on As is where is and Scrap sale basis	1 LOT	As Applicable / 18%	Dumper section Jhamarkotra mines State :Rajasthan

Total No of Lots = 3

Special Terms & Conditions

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

Pre Bid EMD Amount : Rs. 100000 /-

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 and by following the link Pay Pre Bid EMD provided in the dashboard. 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 Pre-Bid EMD of the successful bidder shall be refunded after complete delivery of the equipment/Plant. In case the successful bidder fails to pay post-bid EMD for any allotted lot the entire pre-bid EMD will be forfeited.

#The Pre-Bid EMD does not carry any interest.

Seller Contact Details

Mr. H. Ganotra ,DGM (MM), Jhamarkotra , Mobile : 09414168502, 07073471734

Mr. Lucky Bhargava,DGM (Mech)-Stores,Jhamarkotra, Mobile : 09413300421, 07073471731

[Click here for Special Terms and Conditions](#)

IMPORTANT NOTES:

a) **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.

b) **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.**

Integrity Pact is applicable in respect of all Contracts/Agreements for Tenders/e-Auctions etc. For details Check www.mstcindia.co.in

MSTC/Seller reserves the right of withdrawing from the sale any lot or lots advertised in the catalogue at any point of time during this contract without assigning any reasons.

DD/PO ISSUED BY CO-OPERATIVE BANKS SHALL NOT BE ACCEPTED. NO ARRANGEMENT INSTRUMENT WHERE MORE THAN ONE BANK IS INVOLVED WILL BE ACCEPTED.

Successful Buyer / Bidder will have to deposit the material value in the Bank Account of Seller / Principal or through DD favoring Seller / Principal and not in MSTC's Bank Account. Only Service Charge favoring MSTC will be deposited in MSTC's Bank Account. If Buyer / Bidder deposits the payment favoring the Seller / Principal in MSTC's Bank Account, it will be refunded back to Buyer's / Bidder's Bank Account.

Bank Detail Of RSMML

Beneficiary name: Rajasthan state Mines and Minerals Limited

Bank name: IDBI bank Ltd.

Branch address- Saheli marg, Mumal Tower ,Udaipur

Account no. -05010200002202

IFSC code: IBKL0000050

1.0) IMPORTANT TERMS:

1.1) The GST/TAX shown as above are indicative, however the GST/TAX applicable at the time of Delivery shall be payable by the

Buyer. Taxes(GST) will be charged as applicable at the time of payment / supply as per GST/Govt. guidelines. Presently applicable rates of GST is mentioned above. Other taxes like TCS etc, if any, will also be charged extra.

1.2) Above items are offered for disposal on "as is where is basis" and the bidder is to arrange all tools, tackles, labour etc. for cutting, lifting, loading, unloading and any other related activities.

1.3) The purchaser is responsible for watch & ward and safety of their items and employees/workers, after issuance of delivery order issued by MSTC.

1.4) Payment Of Post-Bid EMD/SD : Within 7 (Seven) days from the date of closing of e-Auction by the highest Bidder whose bid is accepted on confirmed or STA basis, Non-payment will result in automatic deactivation of Bidders Password.

1.5) Payment of balance Sale Value with Duties & Taxes: Within 10 (Ten) days form the date of issue of Acceptance Letter/ Sale Order by MSTC (after receipt of Post-Bid EMD/SD from the Bidder).

1.6) e-Auction Result/Status: 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 after closing of e Auction and payment of Post-Bid EMD/SD must be made accordingly.

1.7) Email Address of Bidders: This must always be kept valid, failing which Bidders will be liable for non-compliance of payment or any other instruction issued by MSTC to them by email.

2.0) CONTACT PERSON OF SELLER / STOCK-HOLDER: The materials offered for sale must be inspected as mentioned in the Catalogue. For further details/clarifications please contact:

1 - Contact Person -**Mr. H. Ganotra ,DGM (MM), Jhamarkotra , Mobile : 09414168502, 07073471734**

2 - Contact Person -**Mr. Lucky Bhargava,DGM (Mech)-Stores,Jhamarkotra, Mobile : 09413300421, 07073471731**

For inspection and other related matters, bidders may refer Auction Catalogue.

MSTC Ltd. (the Selling Agent of the PRINCIPAL) will be hereinafter referred to as MSTC. (Contact Person of MSTC Shri Pankaj Kumar Chhipa, DM , Phone No.- 0141-2742208 Email:jproprn1@mstcindia.in)

3.0) CAUTION :

3.1) 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/Principal in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of 0/No. Of Digits/Unit Of Measurement etc.) and 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.

3.2) The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the Live e-Auction 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 e-Auction Registration with MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC's sole discretion 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. The BSTC and GTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on NEW USER. Participation in the e-Action 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.

3.3)UNIT/UNIT OF MEASUREMENT (UOM) FOR BIDDING, SALE & DELIVERY: Each Lot will have to be bid, sold and delivered on the basis of the Unit / Unit Of Measurement (i.e. UOM) stipulated in the Material List displayed on the Auction Floor of View Live Auctions against the respective Lot. Any representation / complaint from the Bidders for the Bid to be made / having been made on the basis of any other Unit/Unit of Measurement will not be entertained.

3.4)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 / Principal from the Bidders.

3.5)MSTC/PRINCIPAL reserves the right to forfeit any amount / money lying with MSTC / Principal from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount / money may be lying with MSTC / Principal on account of the said Bidder against any other contract / transaction.

4.0) INSPECTION OF MATERIALS: All the materials put up for sale through e-Auction will be sold strictly on As is where is basis and No Complaint basis. MSTC / PRINCIPAL reserve the right to accept / reject any offer / bid without specifying any reason thereof. All quantities are only estimates and without any guarantee. The registered Parties (or their Authorised Representative) should inspect the materials at the specified locations by producing their e-Auction Photo ID Card to the PRINCIPAL or by producing a copy of this e-Auction Catalogue downloaded from the Website. Inspection, limited to visual checking only, will be allowed with prior appointment from the PRINCIPAL. Any clarification required may be sought by the Bidders from the PRINCIPAL at the time of inspection, and no dispute regarding the material or its physical conditions / location will be entertained thereafter.

5.0) VALIDITY OF BIDS: All Bids will be valid for acceptance by MSTC for a period of 90 (Ninety) days from the date of closing of e-Auction, excluding the date of closing. In case the 90th 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.

6.0) SALE RESULT/ INTIMATION:

6.1) All sales will be subject to Reserve Price (RP) fixed by the PRINCIPAL. The PRINCIPAL also has the option to fix a lower limit of the RP for an individual Lot. After closing of e-Auction, in case the Highest Bid is equal to or more than the RP, the respective Lot will be deemed to be Sold on CONFIRMED basis, whereas if the Highest Bid is less than the RP but equal to or more than the lower limit of the RP, then such Highest Bid will be deemed to be Provisionally Sold on SUBJECT TO APPROVAL (STA) basis for which final approval or otherwise will be intimated after receipt of the prescribed Post-Bid EMD/SD from such Bidder within the due time.

6.2) It will be the Bidder's responsibility to personally see the result of e-Auction by seeing and downloading the Auction Lot Status from the Website immediately after Closing of e-Auction which will be displayed upto 7 (Seven) days from the date of Closing of e-Auction (excluding the date of closing of e-Auction). The Auction Lot Status will show whether any Lot has been won by the Bidder on Confirmed or STA Basis. The successful Highest Bidder for Confirmed as well as STA Lots shall have to pay the prescribed EMD/Security Deposit within the prescribed time counted from the date of Closing of e-Auction (excluding the date of closing). Although immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Highest Bidder advising him to deposit the prescribed Post-Bid EMD/SD within the stipulated time, it must be noted by the Bidders that such Sale Intimation Letter will be issued by MSTC only for the purpose of record 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. Bidders must, therefore keep a watch on their incoming e-mail. Normally no hard copy of the Sale Intimation Letter (on Confirmed or STA basis) will be issued by MSTC.

7.0) POST-BID EMD/SECURITY DEPOSIT (SD):

7.1) The successful Bidder shall have to deposit Post-Bid EMD/SD within stipulated time as per Clause 1 above counted from the date of Closing of e-Auction (excluding the date of closing and irrespective of the date of issue of Sale Intimation Letter) as follows:@ 30% of the Sale Value for Lots Sold on Confirmed basis and @ 12% of the Sale Value for Lots Sold on STA Basis..

7.2) Post-Bid EMD/SD by way of PO / DD of any Scheduled Bank and/or as advised favouring the PRINCIPAL must be submitted to MSTC, Jaipur or any office of MSTC (see details of MSTC's Regional / Branch Offices on MSTC's Website). Post-Bid EMD/SD is adjustable towards material value only after receipt of the balance material value along with applicable GST; Taxes within the due date, failing which the Post-Bid EMD/SD will be forfeited.

7.3) If the successful highest Bidder (on Confirmed or STA on acceptance of the bid) fails to pay the Post-Bid EMD/SD in time, then his Password will be deactivated and shall normally 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.;

7.4) Delayed payment of Post-Bid EMD/SD may be accepted depending on the circumstances of the case or urgency of disposal in consultation with the Principal with such penalty as may be deemed fit by MSTC/Principal. This shall however not confer any right to the Bidder to make any Late Payment of Post-Bid EMD/SD.

7.5) In case the successful Bidder pays the EMD/SD, but fails to pay the balance material value along with applicable Duties and Taxes within the due date, then his EMD/SD will be forfeited.

8.0) PAYMENT OF BALANCE SALE VALUE & DUTIES & TAXES:

8.1) On receipt of Post-Bid EMD/SD from the successful Bidder, Sale Order / Acceptance Letter will be issued by MSTC to him advising him to deposit the balance material value along with all applicable Duties & Taxes to any of the Offices of MSTC within 10 (Ten) days from the date of issue of Sale Order / Acceptance Letter by MSTC (including the date of issue). The entire balance Sale

Value will have to be paid by the Buyer in one lump-sum and no installment payment will be allowed, unless otherwise stipulated in the Lot / Item Details.

8.2) In case of installment payment being allowed as per stipulation in the Lot / Item Details, the first installment will have to be paid within 10 (Ten) days from the date of issue of Sale Order/Acceptance Letter by MSTC and subsequent installments at 10 (Ten) days interval or as may be stipulated in the Lot/Item Details and the full Post-Bid EMD/SD (Security Deposit) will be adjusted with last installment.

8.3) The mode of payment will be as stipulated in the Sale Order / Acceptance Letter and the payment will have to be submitted by the Buyer to MSTC, Jaipur or any office of MSTC for collecting the Delivery Order.

8.4) 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 GST 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. Excise Duty / Other Taxes to be paid by the successful buyer as mentioned in the lot description

The rate of GST or any other statutory Duty / Tax / Levy / Charge etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials.

9.0) DEFAULT IN PAYMENT: In case of default in payment of the balance Sale Value within the prescribed time limits, the due payment may be made together with additional charges @ 1% per week calculated on the Full 100% Sale Value for a minimum period of one week or multiple thereof. The Post-Bid EMD/SD will be adjusted towards material value only on receipt of the balance Sale Value within the prescribed time. However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes and MSTC/Principal reserves the right not to accept the payment of the Balance Sale Value with or without the additional charges after the expiry of the free payment time.

10.0) DELIVERY: 10.1) On payment of balance Sale value by the Buyer along with applicable Duties and Taxes to any of the MSTC offices, the Buyer shall obtain Delivery Order from MSTC on producing his e-Auction Photo ID Card. In case the Photo ID Card holder deposes any Representative to collect the Delivery Order, he should attest and authorize the signature of his Representative on his letter-head along with a self-certified/Notarized Photocopy of his Photo ID Card. Delivery Period will be 45 days counted from the date of issue of Delivery Order by MSTC/date of issue of Release Order by PRINCIPAL as the case may be (including the date of issue) in all cases. Where the Balance Sale Value is paid within time but the Buyer delays the payment of applicable Duties and Taxes, the Delivery period will be counted from the date of payment of Balance Sale Value.

10.2) Every Bidder registered with MSTC for e-Auction participation has been issued a Photo ID Card duly authorized by MSTC and containing the specimen signature of the Authorized Representative of the Bidders Firm. For the purpose of taking delivery from the PRINCIPALS Location/Depot/Plant, the Authorized Representative of the Buyer i.e. the authorized Photo ID Card Holder should report to the PRINCIPAL along with his original Photo ID Card or the said Photo ID Card Holder may depute any other Representative along with Authority Letter on Buyers Letter-Head after duly attesting the signature of his Representative along with a Self Certified/Notarised Photocopy of his Photo ID Card. The successful Bidder/Buyer shall co-ordinate the date and time with the PRINCIPAL in advance and take prior appointment before placement of Trucks to ensure speedy removal of materials.

10.3) The materials sold shall be removed by the Buyers from any one side of the Lot as per the sole direction of the PRINCIPAL and no segregation of items from the sold Lots will be permitted.

10.4) No hot-work permission shall be allowed to the buyer inside the principal stockyards premise for dismantling operations, if allowed such hot-work permission would be at Buyers cost only to the extent of facilitating the loading and transportation of the goods.

10.5) For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel and shall keep the Principal fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc.

10.6) While removing materials, if any accident or damage to the property/life etc. arises by reason of any act of negligence /omission /default or non-compliance with any of the Terms & Conditions of statutory regulations or rules and regulations applicable within Principal's premises, on the part of the Bidder's / his representative or employees resulting in death or injury to any persons or damages to the property of Principal or any third Party then in such an event the Bidder will have to pay compensation to any such person including the employees of Principal for such injury / for damage to person's property of such persons. The Bidder shall in such and event keep the Principal indemnified from any demand, claims or proceedings made.

10.7)Qty. variation as mentioned in lot description (For the lots which are sold on Qty/Weight basis) to be accepted by the buyer at the time of delivery. In case of short quantity delivered, the proportionate payment shall be refunded by the seller for the short delivered qty. In case of excess qty. available, excess payment is to be deposited by the buyer, if asked for by seller.

11.0) DEFAULT IN LIFTING:

11.1) In case of any Default in lifting of materials by the Buyer within the prescribed free time limit, the outstanding material may be lifted within 14 (Fourteen) Days from the due date subject to payment of Ground Rent by the Buyer directly to the PRINCIPAL for the period of delay. HOWEVER RSMML MAY ITS SOLE DISCRETION FOR FURTHER EXTEND THE DELIVERY PERIOD BEYOND 14 DAYS. The Ground Rent will be payable @ 1% per week or part thereof. All matters relating to charging of Ground Rate will be decided by the PRINCIPAL.

11.2) In case of Goods sold on Lot Basis, the Ground Rent will be calculated on the value of the entire Lot even if lifted in part, where as in case of Goods sold on Unit Weight or Unit Number Basis, the Ground Rent will be calculated on the value of unlifted quantity.

11.3) However it must be noted by the Bidders that it will be the sole discretion of the PRINCIPAL not to allow the Buyer to lift the Goods with or without the Ground Rent after the expiry of the stipulated free Delivery period or even within the aforesaid additional period of 14 (Fourteen) Days and in such event, the sale of the material not lifted by the Buyer(s) will be automatically cancelled and SD/amount equivalent to SD of the lot will be automatically forfeited. The buyer shall have no right to claim whatsoever on the materials remaining unlifted.

12.0) STATUTORY PAYMENTS: The rate of GST or any other statutory Duty / Tax / Levy / Charge etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials. The rates of Taxes displayed on the e-Auction Website are only indicative and based on the rates prevailing before the commencement of the e-Auction. Successful Bidders shall have to pay Income Tax by way of TCS @1.0% on all Scrap items purchased for trading as per Section 206 C of IT Act 1961. The TCS will be calculated on the gross Sale Value i.e. Materiel Value plus Excise Duty (if any) & GST. Parties eligible for Tax Exemption or Lower Rate of Tax should produce prescribed Certificate from Income Tax Assessing Officer at the time of payment. (Notarized Photocopy to be given along with Original, the latter will be returned after verification). Manufacturers who are exempted from paying Income Tax, must submitted Certificate to the PRINCIPAL/MSTC as per the format prescribed U/S 206 - (C) of Income Tax Act 1961 at the time of paying the Balance Sale value. All successful Bidders must submit their Income Tax PAN No. at the time of making the payment of balance sale value.

13.0) PERIOD 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.

14.0) SALE OF VEHICLES:

14.1) In case of disposal of Old / Used Vehicles, the following procedure will be normally followed:

(a) For RTO Registered Vehicles sold with RC Book (if available with the PRINCIPAL) the sale will be deemed to be for Re-use and Tax will be charged accordingly. All charges for change to ownership shall be borne by the Buyer. In case the RC Book is not available or lost, necessary Certificate in this regard will be issued by the PRINCIPAL to the concerned RTO with copy to the Buyer to enable them to get the ownership transferred.

(b) In case of RTO Registered Vehicles sold as Scrap without RC Book, the sale will be deemed as sale of Scrap and GST will be charged accordingly and a Remark will be put on the Delivery Order stipulating that Sale is for Scrapping & without RTO Documents.

However in all the above cases, the PRINCIPAL will have the sole discretion to decide whether they would sell the Vehicle for Scrapping or otherwise and no complaint / representation will be entertained from the Bidder in this regard.

15.0) SALE OF HAZARDOUS WASTE ITEMS:

15.1) The sale of Hazardous Waste items, namely Waste Oil and specified categories of Non-Ferrous Metal Waste will be governed by Hazardous Wastes (Management & Handling) Rules, 1989 and its Amendments and the sale of Batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its Amendments. For such items, only those Parties shall be eligible to bid who have Valid Registration Certificates from the State as well as Central Pollution Control Board (PCB) on the Starting Date of e-Auction. If the Bidder had the said State PCB and /or CPCB Certificate(s) which expired within 30 (thirty) days before the date of starting of e-Auction, he should submit a copy of the expired Certificate(s) and a copy of his Application for extension with a proof of submission of the Application at least one working day before the starting date of e-Auction (within 3 PM).

15.2) In case of Sale of Waste Oil & specified Non-Ferrous Metal Waste involving transport of such material to the Buyer's Plant / Processing Unit located in a State other than from where such items are being sold, the Buyer must obtain and submit 'No Objection Certificate' from the State PCB where the Buyer's Plant / Processing Unit is located, to the Principal before taking

delivery, failing which the sale will be treated as cancelled and further action will be taken by MSTC / Principal as may be deemed fit by MSTC / Principal.

15.3) In case of Items other than Waste Oil, specified Categories of Non-Ferrous Metal Wastes and Batteries, which fall under the category of HAZARDOUS WASTE, the sale will be governed by the Hazardous Waste (M&H) Rules, 1989 and its Amendments.

16.0) The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.

17.0) 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

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From May 20, 2023

