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Last Updated on 13 December, 2023

## Auction Details

### Auction Details

<b>Auction No</b>	MSTC/VAD/Gujarat Daman & Diu Geo-Spatial Data Centre Gandhinagar/1/Gandhinagar/23-24/40787[414565]
<b>Opening Date &amp; Time</b>	09-01-2024::12:00:00
<b>Closing Date &amp; Time</b>	09-01-2024::17:00:00
<b>Inspection From Date</b>	01-01-2024
<b>Inspection Closing Date</b>	08-01-2024
<b>EMD Type</b>	Item Wise

### Seller Details

<b>Seller/Company Name</b>	Gujarat Daman & Diu Geo-Spatial Data Centre Gandhinagar
<b>Location</b>	Gandhinagar
<b>Street</b>	Sir Creek Bhavan Sector 10A Opp Birsa Munda Bhavan
<b>City</b>	Gandhinagar - 382010
<b>Country</b>	INDIA
<b>Telephone</b>	07923240451
<b>Fax</b>	07923237518
<b>Email</b>	gdd.gdc.soi@gov.in
<b>Contact Person</b>	D K Singh

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	GST	LOCATION	EMD AMOUNT
<p><b>Lot No:</b> 01  <b>PCB GRP :</b><span style="color:red">[RVSF]</span>  <b>Lot Name:</b> Tata Goods Truck , No GRQ - 4255</p>	<p><b>Old, Used, Waste &amp; Scrap Vehicle Tata Goods Truck , No GRQ - 4255,WITHOUT RC BOOK on as is where is and no complaint basis.</b></p> <p>Chassis No :- 344073755571            Engine No :- 692D01758229            Model : 1982            Gross weight of the vehicle as per the RC :- 5380 Kgs</p> <p><a href="#">CLICK HERE FOR IMAGE</a></p> <p>GST=As Applicable (UNDER RCM)</p> <p>Pre Bid EMD :- Rs. 10,000/-</p> <p>Note :- E-auction is conducted for ELV. ( END OF LIFE VEHICLES ) Only RVSF units Will participate in the auction</p> <p><b>Contact person :-</b>            Sh. D. K. Yadav            Officer Surveyor            Mo :- 9425371894</p>	1 NO	As Applicable / As Applicable	Sir Creek Bhavan, Sector-10A, Gujarat Daman and Diu Geo-Spatial Data Centre, Survey of India, Gandhinagar-382010 State :Gujarat	10,000.00

<p><b>Lot No:</b> 02  <b>PCB GRP :</b><b>[RVSF]</b>  <b>Lot Name:</b> Tata Sumo SE , No GJ01  <b>Name:</b> G-4216</p>	<p><b>Old, Used, Waste &amp; Scrap Vehicle Tata Sumo SE , No GJ01 G-4216,WITHOUT RC BOOK on as is where is and no complaint basis.</b></p> <p>Chassis No :- 418012CVZ911111  Engine No :- 483DL51CVZ705857  Model : 2004  Gross weight of the vehicle as per the RC :- 1700 Kgs</p> <p><a href="#">CLICK HERE FOR IMAGE</a></p> <p>GST=As Applicable (UNDER RCM)</p> <p>Pre Bid EMD :- Rs. 10,000/-</p> <p>Note :- E-auction is conducted for ELV. ( END OF LIFE VEHICLES ) Only RVSF units Will participate in the auction</p> <p><b>Contact person :-</b>  Sh. D. K. Yadav  Officer Surveyor  Mo :- 9425371894</p>	1 NO	As Applicable / As Applicable	Sir Creek Bhavan,Sector-10A,Gujarat Daman and Diu Geo-Spatial Data Centre,Survey of India,Gandhinagar-382010 State :Gujarat	10,000.00
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<p><b>Lot No:</b> 03  <b>PCB GRP :</b><span style="color:red">[RVSF]</span>  <b>Lot Name:</b> Chevrolet Tavera B3, No GJ01 G4470</p>	<p><b>Old, Used, Waste &amp; Scrap Vehicle Chevrolet Tavera B3, No GJ01 G4470,WITH RC BOOK on as is where is and no complaint basis.</b></p> <p>Chassis No :- 766HE35895  Engine No :- 35F36122  Model : 2006  Gross weight of the vehicle as per the RC :- 1585 Kgs</p> <p><a href="#">CLICK HERE FOR IMAGE</a></p> <p>GST=As Applicable (UNDER RCM)  Pre Bid EMD :- Rs. 10,000/-</p> <p>Note :- E-auction is conducted for ELV. ( END OF LIFE VEHICLES ) Only RVSF units Will participate in the auction</p> <p><b>Contact person :-</b>  Sh. D. K. Yadav  Officer Surveyor  Mo :- 9425371894</p>	1 NO	As Applicable / As Applicable	Sir Creek Bhavan, Sector-10A, Gujarat Daman and Diu Geo-Spatial Data Centre, Survey of India, Gandhinagar-382010 State :Gujarat	10,000.00
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**Total No of Lots = 3**

**Special Terms & Conditions**

## **Terms and Condition of the auction for sale of ELVs**

### **CONTACT DETAILS:**

For inspection & other related matters, bidders may contact :- Gujarat Daman & Diu Geo-Spatial Data Centre Gandhinagar , Shri D.K.YADAV,officer Surveyor Mo:- 9425371894 Email: [gdd.gdc soi@gov.in](mailto:gdd.gdc soi@gov.in))

For MSTC :- Mr MEHDI HASSAN, JM : Telephone No:- 0265- 2960379/2960385/2960354 Ext. 223, Mo 9038481863) E-Mail :- [vadopn8@mstcindia.in](mailto:vadopn8@mstcindia.in)

For issues related to system setting please contact MSTC held desk at email :- [helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in) or call at :07969066600

Important Link for Payment:Â [Click here for e-Payment Guide](#)

For payment of Pre Bid EMD :-Â [Click here for Pre-Bid EMD Payment Method](#)

For payment of sale value and transaction fee:

### **ACCOUNT DETAILS:**

#### **A) GENERAL CONDITIONS:**

1. MSTC Ltd. shall hereinafter be referred to as MSTC and will act in the capacity of the Selling Agents of the seller i.e. **Gujarat Daman & Diu Geo-Spatial Data Centre Gandhinagar** , who will act as Principal/Owners.

2. All the offer shall be valid for a period of 30 days from the date of closing of e- auction.

3. Only RVSF Units registered with MSTC having valid RVSF registration certificate shall be allowed to participate in the auction. The RVSF units are requested to register for each unit separately as per registration certificate issued by states government. Bidders should ascertain that they are having all the requisite documents/licenses/certificates/clearances, etc. for participation in the event. Any wrong bidding on account of the bidder due to non-availability of requisite documents/licences/certificates/clearances, etc. shall lead to forfeiture of their pre-bid EMD without any claims and consideration to them. RVSF units not registered with MSTC can register with MSTC. Refer to Buyers (RVSF) guide provided in our website <https://www.mstcecommerce.com/auctionhome/elv/index.jsp>

4. All the materials are offered for sale on AS IS WHERE IS basis. Rate must be quoted on unit basis for each lot separately not part thereof i.e. in Rupees per unit only. The quantity indicated against the lot is purely indicative.

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

6. 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-Auction 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.

7. MSTC/Principal reserves the right to call all the eligible bidder(s) for revised bid along with requisite EMD for any lot.

8. The quantity in actual may turn out to be more or less than the estimated quantity. In the event of 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 count.

9. Rate must be quoted exclusive of applicable taxes and duties which will be charged as on date of delivery. Any variation in such taxes and duties will be borne by the buyer/s.

#### **B) INSPECTION DETAILS:**

10. Instructions for inspection of material: a) Inspection of material shall be allowed only in the period given in catalogue. b) Bidder coming for inspection should carry authorization letter for inspection, if bidder is sending their representative for inspection. c) Maximum 2 persons from one firm shall be allowed to inspect the material at a time.

11. Bidder/s have to inspect the material thoroughly and satisfy themselves about the nature, quality, quantity, hazardous/explosive properties, if any, before submitting their bid. In case they come across any material beyond the scope of the description of material, it should be informed to seller/MSTC.

After the submission of bid(s) by the Bidder, a presumption would be drawn that the bidder 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.

Pictures/videos if any attached in auction catalogue are for reference purpose only. Bidders should physically inspect the material at site to confirm the quantity/quality of the material

#### 12. Pre Bid EMD:

Pre Bid EMD applicable against each lot is mentioned in the table detailing the lot details. Bidders have to maintain balance of the Pre-Bid EMD into their buyer ledger to become eligible to participate in the auction. For detail process for submitting Pre BID EMD refer to Important Link for Payment Mentioned earlier in the auction catalogue.

Bidders, in their own interest, are advised to submit the pre-bid EMD amount well in advance to avoid any last minute issues. The Prebid EMD of the successful bidder shall be deducted from the buyers ledger and shall be adjusted with Full Sale Value/Security Deposit/Transaction fee.

The balance Pre-Bid EMD available in buyers ledger shall be refunded on receipt of online refund request from the buyers login to the bank account of buyer registered in MSTC portal.

#### C) POST BID FORMALITIES

13. E-auction lot Status/result: The status of the highest bids having been accepted on Confirmed or STA basis must be personally seen by the Bidders online through the link Auction Lot Status immediately after closing of e-Auction which will be displayed up to 7 (Seven) days from the date of Closing of e-Auction (excluding the date of closing of e-Auction) and payment of Post-Bid EMD/SD must be made accordingly. Although immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Highest Bidder for accepted/STA lots. The bidders must always keep their registered email account valid, failing which bidders will be liable for non-compliance of payment/delivery instructions if issued by MSTC/SELLER from time to time.

14. The Contract shall be treated as having been entered into as soon as the bid is confirmed in favor of the successful bidders. The period of contract shall be of sixty 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.

#### 15. Payment Terms:

a. Post Bid Earnest Money Deposit (EMD) + Transaction Fee : The successful bidder shall have to deposit EMD @ 25% of the Material Value + Transaction fee as per Sale Intimation Letter after adjusting pre bid EMD within 4 days of acceptance of BID. Buyer has to select EMD + Transaction fee under payment type while generating challan for the payment

b. Balance Sale Value : The successful bidder shall have to deposit the Balance Sale Value i.e. 75% of Material Value + Taxes on 100% of Material Value and transaction fee after adjusting the EMD within 7 days of acceptance of bid.

The successful bidder has to deposit the full sale value including Transaction fee along with Taxes with 7 days of acceptance of BID.

The successful bidders shall have to deposit Transaction fee @3% Plus GST on material value over and above the material value and other payments.

Transaction fee shall be payable for auctions conducted on or after 01.04.2023.

For detail process for submitting sale value and transaction fee refer to Important Link for Payment Mentioned earlier in the auction catalogue.

The GST rate applicable for each lot shall be mentioned in the lot description. In case the GST in the lot description is displayed as As Applicable or 0 then it shall be the responsibility of buyer to deposit the GST with the authority under Reverse Charge Mechanism as per the provision of the GST rules.

Kindly note that in case of any irregularity in the submission or filing of taxes/returns by the buyer, the dispute has to be resolved between the seller and the buyer and MSTC Limited shall in no way be held liable/responsible for the same.

16. For delayed payment of balance sale value along with taxes and duties, late payment charge @ 1% per week or part thereof for a maximum period of 14 calendar days has also to be charged which should also feature in the STC. 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/Seller reserves the right not to accept the payment of the Balance Sale Value with or without the additional charges after the expiry of the due payment time as mentioned above.

17. Default in Payment:

- a. In case the buyer does not deposit the Post BID EMD his Pre Bid EMD shall be forfeited.
- b. In case the buyer does not deposit Balance Sale Value his Post Bid EMD including Pre Bid EMD shall be forfeited.

18. In case the buyer does not lift the material/fulfils the contractual obligation even after payment of full material value within the time period stipulated in the delivery order, all payments deposited shall be forfeited.

19. Delivery period: The successful bidders shall lift the all allotted material lying in the lot allotted to them by employing their own labor and transport at their own cost within 15 from the date of Delivery Order (including date of issue)/or as stipulated by MSTC LIMITED in the DO.

F) DELIVERY/ LIFTING

20. Delivery of materials shall be granted to the successful buyers as per sole discretion of the Seller and bidders shall not have any say in this regard. Complaints/Representations in this regard shall not be entertained. It will be deemed that bidders participating in e-auction shall adhere to and abide by the sequence/order of items which shall be delivered as per discretion of the Seller.

21. In case of delayed lifting, the collection of ground rent in advance shall be the sole responsibility of the seller before effective delivery. The rate of ground rent beyond the free delivery period shall be @ 1% per week or part thereof for a maximum period of 14 calendar days.

22. In case of Goods sold on Lot Basis, the Ground Rent will be calculated at the rate specified above 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. However it must be noted by the Bidders that it will be the sole discretion of the Seller 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 all the moneys paid by the Buyer will be automatically forfeited.

23. Certificate of Deposit (CoD): The successful buyer needs to generate a Certificate of Deposit as and when provision for the same is made available in the Vahan Portal. The buyer has to upload the CoD into the MSTC portal from their login within 30 days from the day provision for generation of CoD for government vehicle is made available in the Vahan login of RVSFs or 30 days from the last date of Delivery mentioned in the delivery Order whichever is later. MSTC reserves the right to de-activate a buyer if the CoD is not is uploaded within 30 days of the last date of delivery order mentioned in the Delivery Order (DO).

24. TAXES AND DUTIES: The GST rate, Cess 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 Duties and Taxes displayed on the e-Auction Website are only indicative and based on the rates prevailing before the commencement of the e-Auction.

25. Both Seller and bidder have to comply with rules of the Motor Vehicles (Registration and Functions of Vehicle Scrapping Facility) Rules, 2021, and its amendment/corrigendum.

26. Since ELVs to be sold shall never come under the custody or possession of the MSTC Ltd, any complaint from the bidders/buyers on account of quality, quantity or delivery of the goods shall be handled by the seller only.

27. Dispute Resolution:

a. In case of dispute & differences between the Buyer (RVSF) & Service Provider/Selling Agent the same shall be resolved by way of arbitration. The arbitration clause appearing in BSTC shall be treated to be applicable here.

b. The Court under which Jurisdiction the address of MSTC concerned, which is carrying out the event/auction, is located shall have



the exclusive jurisdiction in the matter.

28. 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)

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From May 20, 2023

