

Terms and Conditions for Sale

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 <https://auction.telangana.gov.in/>

Important Notes for Buyer/ Bidder for Pre-bid EMD :-

- Login with Valid User id & Password
- Upcoming Auction – Click on EMD Icon
- Pay through Online Payment

Pre Bid EMD must be paid by the bidder (NEFT/RTGS/) through upcoming auctions. This pre-bid EMD cannot be used for any other purpose.

Contact Details for Service Provider:

Vupadhi Techno Services Pvt. Ltd. 1st Floor, Ramky Grandiose, Sy. No: 136/2 & 4, Gachibowli, Hyderabad - 500032.

Telangana State.

Phone No: +91 40-33762222, 23

eMail ID: tseauctionsupport@vupadhi.com

IMPORTANT:

THE MATERIAL LIST & STC DISPLAYED UNDER VIEW UPCOMING AUCTIONS ON E-AUCTION WEBSITE ARE TENTATIVE AND SUBJECT TO CHANGE AT THE SOLE DISCRETION OF “DEPARTMENT” BEFORE THE START OF E-AUCTION. BIDDERS SHOULD, THEREFORE, DOWNLOAD THE MATERIAL LIST AND STC DISPLAYED ONLY UNDER UPCOMING/RUNNING AUCTIONS FOR THEIR RECORD PURPOSE, IF REQUIRED, AND BID ACCORDINGLY.

“DEPARTMENT” shall have the right to issue addendum to the GTC or BSTC or STC 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.

THE SPECIAL TERMS AND CONDITIONS APPEARING ON THE DAY OF AUCTION ARE FINAL AND WHICH MAY BE DOWNLOADED

1) **INSPECTION OF LOT/ E-AUCTION DATE:** For inspection of materials, the seller/company name, date of commencement of inspection, name of contact official with the contact details are as mentioned above. The e-auction commencement date/ closing date are also as mentioned above. The buyer has to satisfy himself about the quality quantity, age, and condition etc. of the materials. The principle of ~CAVEAT EMPTOR~ (LET THE BUYER BE AWARE) will apply. Produce a copy of this e- Auction Catalogue downloaded from the Website.

2) BIDDING PROCESS:

Seller/Telangana e-Auction Portal will not provide any computer terminal for bidders and it is the whole responsibility of the bidders to arrange themselves.

Minimum Price: The Minimum Price to be quoted by bidders shall be the start price Plus Increment value **defined by Auction Inviting Authority or its multiples** indicated against each lot Per MT.

TELANGANA E-AUCTION PORTAL is acting only as a service provider for this e- auction and shall not be a party to the contract between the “DEPARTMENT” and the Buyer subsequent to this e-auction. By bidding in this e-auction, a bidder acknowledges that TELANGANA E-AUCTION PORTAL shall not be held responsible for any loss that he/she/they may suffer as a consequence to this e- auction.

The Lots notified for sale will be sold through e-auction on “ as is where is basis”. Hence the bidders should inspect the lots and satisfy themselves **in all aspects** before bidding, as otherwise it is deemed that the bidder has inspected the lot(s) and satisfied himself/herself **no claims of any nature are maintainable against “DEPARTMENT”**.

The bid value shall be the basic price per **UOM as prescribed** exclusive of all applicable levies, Duties etc. Bidders shall quote in INR. The bidders shall quote in Rupees per **UOM**.

Each e-auction Lot is a separate entity for bidding. Bidders have to bid separately for each e- auction lot

Bidder participate in e-auction.

- A) BUYERS ARE REQUESTED TO SUBMIT THEIR PRE-BID EMD AS PER THE DETAILS GIVEN IN THE LOT DETAILS SHALL BE PAID TO TSTS BY WAY OF E- PAYMENT/NEFT/RTGS ONLY AND E-PAYMENT/NEFT/RTGS should be submitted on or before one working day within office hours through online. In any case, no pre- bid EMD will be accepted on or after the e-auction date. The pre-bid EMD of the successful bidders will be adjusted towards Security Deposit. Short fall, if any, is to be paid as per the Standing instructions of“DEPARTMENT”.

Procedure to participate in e-auction:

- Log on to <https://auction.telangana.gov.in/>
- Enter Valid User ID and Password
- Click on Sign In
- Click on “Running Auctions List”
- Click on “Participate Button”
- Click on the “Go to Auction Bidding Page”

Procedure to participate in e-auction: To participate in e-Auction, the auction floor will open up with relevant details. Bidding is to be done as per UOM. If any valid bid is received in less than **5minutes** before closing time, closing time will automatically extend up to last bid time plus 5minutes, thus giving enough opportunity to other store wise their bids on that e-auction. The process will continue. The e-auction will close at a time when there will be no bid for consecutive 5minutes. While during normal and extended period of e-auction, bidders can increase bid defined by Auction Inviting Authority **and its multiples per for each Lot**.

3) **CAUTION IN SUBMISSION OF BID :**

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 "DEPARTMENT" 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 Running 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. During Running 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 "DEPARTMENT" / Seller from the Bidders.

4) **UNIT OF MEASUREMENT (UOM) FOR BIDDING, SALE & DELIVERY:**

Each Lot will have to be bid, sold and delivered on the basis of Unit Of Measurement (i.e.UOM) stipulated in the Material List displayed on the Auction Floor of Running Auctions. Any representation/complaint from the Bidders for the Bid to be made/having been made on the basis of any other Unit of Measurement will not be entertained.

5) **TAXES AND DUTIES:**

Normally all sale will be treated as Local Sale & the Buyer shall have to pay Sales Tax as per the Local Sales Tax Act/Rules/Tariff of the concerned State applicable on the date of delivery. Unless otherwise specified, the sale against C Form/CST will not be accepted. The rate of Excise Duty, Sales Tax/VAT Income Tax, Education 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.

6) **E-AUCTION RESULT/STATUS :**

It must be personally seen by the Bidders online through the link Participated Auction History 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. Immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Successful Bidder. The bidders must always keep their registered email account valid, failing which bidders will be liable for non-compliance of payment/delivery instructions.

7) **PAYMENT OF SD/TOTAL COST :-**

(a) PAYMENT OF SD Upon confirmation of the allotment , H1 Bidders, for all the lots, have to deposit the SD, 25% final quoted value of the auction **through DD in favour of District Collector, Vikarabad Dist by next day of e- auction within (7) working days from the date of e-auction.** This security deposit in any case shall not carry any interest and the same shall be adjusted towards part of the material value in the final installment/payment.

(b) PAYMENT OF BALANCE SALE VALUE WITH TAXES AND DUTIES

Within (15) working days from the date of e- auction , remaining cost of the vehicle should be remitted by the successful bidder Including **EMD(10%) and SD(25%)** through DD in favour of District Collector, Vikarabad Dist.

- (c) Although immediately after receipt of EMD/SD, a Sale Order/Acceptance letter will be issued to the Highest Bidder advising him to deposit the remaining sale value along with taxes and duties within the above stipulated time through DD in the manner indicated in the sale order, it must be noted by the Bidders that such Sale order/acceptance Letter will be issued by "DEPARTMENT" only for the purpose of record and payment of balance sale value along with taxes and duties must be made within the above specified time. If the last date of payment happens to be the Bank/"DEPARTMENT" Holiday, the payment will be accepted on the next working day without late payment charge.

Non-payment of SD will result in automatic deactivation of Bidders Password. Although immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Successful Bidder it must be noted by the Bidders that such Sale Intimation Letter will be issued by Telangana portal only for the purpose of record and payment of SD will have to be made within 7 days of Auction closing date. Bidders must, therefore keep watch on their incoming e-mail. No hard copy of the Sale Intimation Letter (on Confirmed Lots) will be issued by portal.

8) DEFAULT IN PAYMENT OF EMD/SD

- a) In case the successful Bidder fails to pay post bid EMD/ total cost, their pre- bid EMD, if any, will stand forfeited automatically, besides de-activation of their login. If the last date of payment happens to be the Bank/"DEPARTMENT" Holiday, the payment will be accepted on the next day.

- 9) **DEFAULT IN PAYMENT OF BALANCE 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 late payment charges as mentioned below.

- i). 1st to 10th working day penalty shall be levied @18% P.A
- ii). 11th to 20th working day penalty shall be levied @ 24% P.A
- iii). 21st to 30th working day penalty shall be levied @ 36% P.A
- iv). If the delay is beyond 30 working days the EMD amount available, will be forfeited.

However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes Seller reserves the right not to accept the payment of the Balance Sale Value with or without additional charges after expiry of due payment time as mentioned above. If the buyer fails to pay the balance material value along with applicable Duties and Taxes & late payment charges within above mentioned due date, then Pre-& Post bid EMD/SD of particular lot will stand forfeited automatically.

10) DELIVERY ORDER:

On receipt of balance payment towards sale value along with taxes and duties at respective Zonal office of "DEPARTMENT" , "DEPARTMENT" will send a communication to issue a formal delivery order and thereafter "DEPARTMENT" will process the payment for issuance of Release Order and delivery of material after following the due procedure in practice.

The period of delivery will **be 15 working days of** "DEPARTMENT" counted from the date of payment. If the last date of delivery happens the closed Holiday for sellers, the delivery will be allowed on the next day without ground rent.

11) **DELIVERY OF MATERIAL:**

For the purpose of taking delivery from the Sellers Location/Depot/Plant, the authorized representative of the Buyer or any other Representative along with Authority Letter on Buyers Letter-Head after duly attesting the signature of his Representative along with a Self-Certified/Notarized Photocopy of his Photo ID Card. The successful Bidder/Buyer must take prior permission from the principal before placement of vehicle for taking delivery of material. Delivery of lots to the authorised representative of the buyer shall be at the buyer's sole responsibility and risk and no claim shall be made against the Corporation on any account what so ever, if the delivery is made to the wrong persons or person.

12) **DEFAULT IN DELIVERY:**

In case of delay in lifting beyond the above specified period or within such extended delivery period as may be granted or otherwise ordered by the Department or its authorized representative, ground rent will be levied by the seller as below.

i). 1st to 10th working day ground rent shall be levied @18% P.A

ii). 11th to 20th working day ground rent shall be levied @ 24% P.A

iii). 21st to 30th working day ground rent shall be levied @ 36% P.A

iv). If the delay is beyond 30 working days, the amount paid towards the lot value will be forfeited automatically. 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 un lifted 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 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 Bidder /Buyer will be automatically forfeited.

13) In case of any dispute regarding payment/delivery or any other matter relating to this e-auction, the decision of "DEPARTMENT" shall be final.

14) **THE GOODS AT RISK OF BUYERS:** The goods shall be and remain in every respect at the risk of the buyer from the date of communicating the acceptance of offer (Sale Invoice) and the Department shall not be under liability for the safe custody or preservation thereof from the date, till the date of final removal of lots.

15) **BLACK-LISTING : The "DEPARTMENT":-**

reserve the right to black-list, debar any bidder/buyer due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such bidder/buyer in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the bidder/buyer pursuant to the e-auction, provided however, that the Seller and/or "DEPARTMENT" shall be obliged to allow an opportunity of being heard to such bidder/buyer before any order of black-listing/debarment could be passed. Any such order of black listing/debarment that may be passed by the Seller and/or "DEPARTMENT" shall be without prejudice to other right of actions available to the seller and/or "DEPARTMENT" against the bidder / buyer under the e-auction terms and conditions.

15) GENERAL:

Note 1: Bidders are requested to pay the pre-bid EMD separately for each e-auction vehicles. No pre-bid EMD shall be adjusted for any other e-auction.

Note 2: The Goods & Service Tax (GST) is implemented with effect from 01st July 2017 in India. GST will be payable on all goods (whether scrap or otherwise).

Hence all Buyers / Bidders need to register with GST. Copy of certificate mentioning GST Registration Number needs to be submitted with the respective office for updating Buyer Registration details. Seller will not be able to issue any Sale Invoice / Delivery Order, etc. wherever GST Registration Number is not updated.

CONTACT PERSONS:

- a) Shri. K.Mohan Raj, Jr.Asst O/o the Collectorate, Vikarabad Dist Mobile: 9912031666
- b) Sri. Raghavender, Constable, O/o DTO, VKB Ph: 8309851465.

SPECIAL TERMS & CONDITION

- 1) E-auction bids are invited for disposal of condemned vehicles available at "Location Mentioned" Vikarabad on "As Is Where Is" & No Complaint basis only.
- 2) The word SELLER wherever appearing means "DEPARTMENT" or its authorized representative.
- 4) The Word BIDDER wherever appearing means, firm or Company which is interested in participating and purchasing the materials put up for sale in this- auction.
- 5) The Word PURCHASER/BUYER wherever appearing means, firm or Company whose rate has been accepted by the SELLER and the sale order has been issued in his/her favour.
- 6) The LOT details with its Special Terms & Conditions appearing on the day of e- auction are final.
- 7) E-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only.
- 8) AS IS WHERE IS BASIS: All LOTs in the auction shall be sold on as- is where- is basis only.
- 9) The registered vendors will be permitted to inspect the lots which are at respective place i.e TSRTC Depot, Vikarabad during the office hours, (2) working day prior to the date of auction. Vendors will require to carry their valid photo id proof.
- 10) SUBMISSION OF OFFERS: The offers shall be submitted on line on the date and time of the auction. The offer shall be valid for 90 days from the date of auction.
- 11) LOT-WISE OR VEHICLE WISE OFFERS: Offers shall be given lot wise only. The participant shall offer the bids for the respective units specified
- 12) The Buyers/Bidders who are interested to purchase above items through e-

auction should get themselves registered with TSTS as buyer for e-auctions before commencement of e-auction.

13) The buyer has to satisfy himself about the quality quantity, age, and condition etc of the materials. The principle of ~CAVEAT EMPTOR~ (LET THE BUYER BE AWARE) will apply. The registered Parties (or their Authorized Representative) should produce their Photo ID Card to the Seller or produce a copy of this e-Auction Catalogue downloaded from the Website.

14) The payments shall be as per applicable rate of GST &TCS.

15) REMOVAL OF SOLD MATERIAL: The materials sold shall be removed by the Buyers from any one side of the Lot as per the sole direction of the "DEPARTMENT" and no segregation/pick and choose of items from the sold Lots will be permitted. For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel at their own cost and shall keep the Seller fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc. They must follow all safety rules in this connection wherever applicable. The buyer shall be liable for any violation of such rules.

16) DELIVERY OF THE LOTS: The sold lots will be delivered from the disposal yard only on the confirmation of the receipt of payment and the confirmation in the form of Delivery Order issued by "DEPARTMENT".

The lots will be delivered to the successful bidders or their authorized representatives. Delivery of lots to the proxy shall be at the purchaser's sole responsibility and risk and no claim shall be made against the Department on any account what so ever, if the delivery is made to the wrong persons or person.

THE GOODS AT RISK OF BUYERS: The goods shall be and remain in every respect at the risk of the buyer from the date of communicating the acceptance of offer (Sale Invoice) and the Department shall not be under liability for the safe custody or preservation thereof from the date, till the date of final removal of lots.

17) RIGHT OF WITHDRAWAL OF MATERIALS / VEHICLE(S): The Department or its representative has a right to withdraw any of the lots from sale either before or after completion of the auction without assigning any reasons to the bidders.

18) RE-AUCTION: Department at its discretion may not accept any of the offers received and may keep the lots in the re-auction without assigning any reason.

19) CORRUPT PRACTICE: Any bribe or advantage, promised or offered on behalf of the buyer or his partner, agent or employee or any one on his/her or on their behalf (whether with or without the knowledge of the buyer) to any Officer, employee or representative of department in relation to the obtaining or to the execution of this or any other contracts with the Department, shall in addition to any criminal liability, result in cancellation of this and all other contracts and also render the buyer liable to the payment to the Corporation of any loss resulting there from.

20) DAMAGE TO PREMISES : The buyers shall be responsible for any damage that may be done to the property in removing the lot/lots or vehicles (unserviceable) bought by them. The Department or its authorized representative may at the option of the buyer arrange to make good such damage and buyers shall pay the cost of

rectifying the damage on demand.

21) MODIFICATIONS OF CONDITIONS OF SALE: All the conditions of the sale as modified and notified by the Department from time to time shall be binding on the bidders.

22) JURISDICTION: All disputes or litigations are subject to the jurisdiction of Vikarabad

23) DEACTIVATION OF PASSWORD: If the successful highest Bidder for both Confirmed or STA sale, 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 "DEPARTMENT" on behalf of this Seller and, his Registration Fee will be forfeited. While considering his request for reactivation which will be at the sole discretion of "DEPARTMENT", all facts including the number of Seller/ e-Auctions / Lots for which he had failed which are germane will be taken into account.

24) SALE OF UNSOLDLOT:

"DEPARTMENT" at its sole discretion may take recourse to any of the following options for sale of the unsold Lot:

a) The Unsold Lot may be put up for re-e Auction at the sole discretion of "DEPARTMENT" without Pre-Bid EMD (Earnest Money Deposit) OR with Pre-Bid EMD as may be deemed fit by "DEPARTMENT".

transacted in the original letter of MOEF/CPCB registration and photo copy copies of the endorsement shall be furnished to their State Pollution Control Board by the seller/owner.

a) If the validity of Bidders MOEF/ CPCB Certificate expired on the Starting Date of e-Auction, then there is no provision to view that item in bidding floor. Therefore, interested bidder must ensure to produce a valid MOEF/CPCB renewal certificate photocopy to "DEPARTMENT" along with its original for verification and return to activate the PCB Code before the Starting Date of e-Auction. Wherever after the award of the lot, validity of MOEF/CPCB Certificate expired, the bidder must submit copy of such certificate duly renewed by MOEF/CPCB within the stipulated time of payment of Balance Sale Value failing which the payment will not be accepted and the pre-&post bid EMD/SD paid will stand automatically forfeited.

25) 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.

26) "DEPARTMENT" / Seller reserves the right to accept / reject any offer / bid, withdraw from sale, the materials offered for sale in full or part thereof prior to or after the acceptance of the bid without specifying any reason thereof.

27) ARBITRATION: The provisions of the Indian Arbitration Act. 1995, and the Rules there under shall apply to such Arbitration the award passed by such Sole Arbitrator shall be final and shall conclusively bind all the parties.