

Auction Notice

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General Detail

Ministry of Micro Small and Medium Enterprises

Office/Zone : -NA  
-Development Commissioner (Micro Small & Medium Enterprises)

Seller/Auctioneer Name : Vipul Vitthal Gaikwad-  
Auctioneer

Reference No. : MSMETC/MUM/ADMIN/SCRAP/2023-24

Category : Metallic, Non-Metallic

Auction Brief : This is an auction for sale of remnant of tested samples.

Auction Detail : This is an auction for sale of remnant of tested samples viz. Electric Cables, Light fittings, Electrical appliances, Ferrous, Stainless Steel, Aluminium, Plastic, Paper, Textile, Wood

Project Location - Pin Code :

#	Pin Code	City	District	State
1	400072	Mumbai	Mumbai	MAHARASHTRA

Bid Submission Rule

Bidding Access : Open

Item wise Time : No

Set PQ Validation : No

EMD/Post Event Deposit

Allow EMD : Yes

EMD : 8600.00

EMD Payment Start Date : 02/11/2023 19:00

EMD Payment End Date : 10/11/2023 18:00

Auction Timing rule


Auction Start Date & Time : 03/11/2023 18:00

Auction End Date & Time : 24/11/2023 10:00

Auto Extension : Applicable

Auto Extension Mode : Limited

Bidding Template : Metallic

View Business Rules

(/eprocure/view-configure-rule/8543/0/0/4/80B94251B3C078215C005E065D24A46489E760B2)

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Sr. No.	Document Description	Size (MB)	Approval Date & Time	Status	Action
1	Bid document & Additional terms and conditions	0.51	02/11/2023 17:56	Approved	Download(/eprocure/xcommon/file-download/0/10/8543/1926F20F584657C6DC122157E723
2	Bid Document and Additional; terms & conditions	0.23	02/11/2023 17:10	Cancelled	

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Terms and Conditions ([https://gem.gov.in/support/terms\\_conditions](https://gem.gov.in/support/terms_conditions))

Policies/Manuals (<https://gem.gov.in/support/buyers>)

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**MSME TESTING CENTRE  
MUMBAI**

**Auction No. 8543 (GeM portal ONLY)**

Ref. No.: MSMETC/MUM/ADMN/SCRAP/2023-24

**Bid Document &  
Additional Terms & Conditions  
for  
Sale of Scrap**

**MSME Testing Centre (Western Region)  
Ministry of Micro, Small & Medium Enterprises,  
Government of India  
MSME-DI Campus, Kurla-Andheri Road,  
Saki Naka, Mumbai-400 072 (Maharashtra).**

Telephone: (022) 2857 0588 / 2857 6998

Fax: (022) 2857 2238

<http://www.msmetcmumbai.gov.in>

### DETAILS OF ONLINE e-AUCTION (e-Auction on GeM portal ONLY)

On behalf of President of India, MSME Testing Centre (WR), Mumbai, Government of India, Office of Development Commissioner, New Delhi, Ministry of Micro, Small & Medium Enterprises, invites bidders for e-Auction from the competent vendors for the subject items only through GeM portal.

Sl. No.	Particulars	Details
1.	e-Auction Reference	e-Auction Re. No: <b>MSMETC/MUM/ADMN/SCRAP/2023-24</b> Date: <b>02.11.2023</b>
2.	Scope of e-Auction	Sale of Scrap (remnant of tested samples)
3.	Details of Scraps	The detailed list of scraps is specified in e-Auction “ <b>List of Scrap</b> ”
4.	Details of Contact Officer/ e-Auctioneer authority	<b>Online e-Auction on GeM portal ONLY</b> <a href="http://www.gem.gov.in">www.gem.gov.in</a>
5.	Mode of e-Auction	<b>Online e-Auction on GeM portal ONLY</b> <a href="http://www.gem.gov.in">www.gem.gov.in</a>
6.	Type of e-Auction system	Submission of EMD & e-Auction <b>Online e-Auction on GeM portal ONLY</b> <a href="http://www.gem.gov.in">www.gem.gov.in</a>
7.	EMD	EMD shall be paid through Demand Draft in favor of “DIRECTOR, MSME-Testing Centre, Mumbai”. Payable at Mumbai; on or before bid submission closing time. <b>Exemption as per GeM.</b>
8.	Venue for Inspection of Scraps to <b>Bidders</b> & Delivery of scraps to <b>Buyer</b>	MSME – Testing Centre, Kurla-Andheri road, Sakinaka, Mumbai – 400 072, Maharashtra

### The complete e-Auction Schedule is as follows:

e-Auction Publish Date & Time	<b>03.11.2023, 10:00 Hrs</b>
EMD Payment Start Date & Time	<b>02.11.2023, 19:00 Hrs</b>
EMD Payment End Date & Time	<b>10.11.2023, 18:00 Hrs</b>
e-Auction Start Date & Time	<b>03.11.2023, 18:00 Hrs</b>
e-Auction End Date & Time	<b>24.11.2023, 10:00 Hrs</b>
Inspection of Scraps Date & Time	<b>03.11.2023 to 23.11.2023</b> (office working hours only)

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### “List of scrap”

<b>Annexure</b>	“List of Scrap”
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**GOVERNMENT OF INDIA**

Ministry of Micro, Small & Medium Enterprises

Office of Development Commissioner

MSME-Testing Centre, Mumbai

Kurla-Andheri Road, Sakinaka, Mumbai – 400 072

**NOTICE of e-Auction**

**A-1 General**

On behalf of President of India, MSME Testing Centre (WR), Mumbai, Government of India, Office of Development Commissioner, New Delhi, Ministry of Micro, Small & Medium Enterprises, invites bidders for e-Auction from the competent vendors for the “Scrap” (refer “List of Scrap”) **only through online GeM portal e-Auction. No hard copy of e-bids/ any document shall be accepted by the office.** The details of e-Auction are also available on [www.msmetcmumbai.gov.in](http://www.msmetcmumbai.gov.in).

**A-2 Bid Document:**

This Bid Document & Additional Terms & Conditions are also available & can be downloaded from website <http://www.msmetcmumbai.gov.in>. e-Auction **only through online GeM portal e-Auction** [www.gem.gov.in](http://www.gem.gov.in).

**A-3 Bidding Procedure:**

- a) Bids are invited in e-Auction on GeM portal [www.gem.gov.in](http://www.gem.gov.in) ONLY
- b) An **EMD shall be paid** in the form of Demand Draft only issued by any commercial Bank in favor of DIRECTOR, MSME-TC, MUMBAI should be uploaded in GeM bidding during EMD submission schedule as per page No. 2 of this document.
- c) e-Auction schedule is as per page No. 2 of this document.
- d) Inspection of scrap is as per page No. 2 of this document. Terms & Conditions as per page No. of this document.
- e) All relevant rules and regulation of Government of India will be final & applicable & binding on all bidders.

**A-4 Eligibility Criteria:**

- a) The bidder shall preferably be registered under established relevant central Acts. Or those who have been approved by any Government Department / Government Organization.
- b) The bidder has to submit the **EMD shall be paid** in the form of Demand Draft only issued by any commercial Bank in favor of DIRECTOR, MSME-TC, MUMBAI. Payable at Mumbai. Exemption as per GeM.
- c) All the bidders must have valid GST registration certificate.
- d) Bidder shall be registered on GeM portal & participate via e-Auction on GeM.

**A-5 Period of validity of bid:**

The bid shall remain valid as per GeM e-Auction rules.

**A-6 Submission of Bids:**

- a) Bid(s) must be uploaded in the prescribed form through online mode only i.e. GeM portal (<https://www.gem.gov.in>) only.
- b) Bid(s) though telex/ telegraphic/ by hand/ offline will not be accepted.
- c) An EMD shall be paid in the form of Demand Draft only issued by any commercial Bank in favor of DIRECTOR, MSME-TC, MUMBAI; Payable at Mumbai should be uploaded in GeM bidding during EMD submission schedule as per page No. 2 of this document.
- d) Submission of EMD and/or participation in e-Auction shall mean bidder has read, understood and agrees with all terms & conditions of e-auction including additional terms & conditions of this document.
- e) Before start of e-Auction, all the Bidders are advised to inspect the Scrap during scheduled date as on page No. 2 of this document **on working days & office working hours only** at **MSME-Testing Centre, Kurla-Andheri road, Sakinaka, Mumbai-72, Maharashtra** (Bidders are humbly requested to take prior permission from The Jt. Director , MSME-Testing Centre, Kurla-Andheri road, Sakinaka, Mumbai-72, Maharashtra to visit the site). The discretion to allow any person to inspect the scrap would rest solely with the Jt. Director, MSME-Testing Centre, Mumbai and the mere fact of producing the tender paper/ EMD submission will not confer any such right on the person concerned.
- f) The Scrap, as indicated in the “List of Scrap”, may be inspected at MSME-



Testing Centre, Mumbai and bidders should thoroughly satisfy themselves about the nature, conditions and quality of the Scrap. MSME-Testing Centre, Mumbai gives no guarantee or warranty as to the condition of the Scraps or its quality or its fitness for any purpose or use. It should be clearly understood that no claim/ complaint about the quantity/ quality/ conditions/ fitness for any purpose will be entertained by MSME-Testing Centre, Mumbai. No complaint regarding the quality or description of the materials sold will be entertained once the bid has been accepted.

**A-7 Clarification of Bids:**

All the Bidders are once again advised to inspect the material before bidding.

**A-8 Right to accept or reject any or all bids:**

- a. MSME-TC, Mumbai reserves the right to modify or change any terms & condition applicable to the offer at any time without prior notice.
- b. Canvassing in connection with tenders is illegal & strictly prohibited and the bids submitted by the bidders, who resort to canvassing, will be rejected.

**A-10 Price Evaluation:**

By GeM.

**A-11 Termination / Breach of Order:**

- a. In the event of **Buyer's** failure to fulfill any of the e-Auction obligation including not lifting the Scraps under the delivery order, Jt. Director, MSME-TC, Mumbai decision in regard to e-Auction failure will be final and binding on the **Buyer**, and shall have the full liberty to do any or all of the following:
  - i. Cancel the delivery order with immediate effect for the Scraps under the delivery order not taken delivery of, by **Buyer** as on that date EMD shall stand forfeited.
  - and/or
  - ii. Retain and/or adjust recovery from **Buyer** any amount lying with MSME-TC, Mumbai to the **Buyer's** credit under the delivery order. The amount of losses or damages of claim that might be incurred by Jt. Director, MSME-TC, Mumbai for

not taken delivery by **Buyer** will be at **Buyer's** risk and cost. Even after such recovery/adjustment by Jt. Director, MSME-TC, Mumbai if any further amount is still found payable/refundable from the **Buyer**, the **Buyer** shall pay the same to Jt. Director, MSME-TC, Mumbai on demand without any objection. The decision of Jt. Director, MSME-TC, Mumbai in regard to the actual losses incurred by MSME-TC, Mumbai shall be final and binding on the **Buyer**. **MSME-Testing Centre, Mumbai** may, without prejudice to any other remedy for breach of Contract may terminate the delivery order in whole or part:

**A-12 Applicable Law:**

The Contract shall be interpreted in accordance with the rules of GeM & the laws of the Union of India and & will be under the jurisdiction of court in Mumbai.

**A-13 Default by Buyer**

Materials sold but not removed by the **Buyer** within the specified date will become the property of MSME-Testing Centre, Mumbai will have the right to dispose of such scraps in any manner as Jt. Director, MSME-Testing Centre, Mumbai deems fit without any notice to the **Buyer**.

**A-14 Taxes and Duties:**

The **Buyer** shall be entirely responsible for all taxes, duties, license fees, etc., incurred. No tax or duty will be payable by the MSME-Testing Centre, Mumbai. Any statutory variations in the rate of taxes/ duties are to be borne by the **Buyer**. GST/ excise duty rates are as applicable on the date shall be payable by the **Buyer** directly to **MSME-Testing Centre, Mumbai** at the time of taking delivery of the materials. Any statutory variations in the rate of taxes/duties are to be borne by the **Buyer**.

**A-15 Terms and Conditions:**

**General:**

e-Auction via online through portal [www.gem.gov.in](http://www.gem.gov.in)

- a) Payment should be made in INR only, GST to be charged as applicable.
- b) The Special Conditions of Contract shall supplement the General Conditions of Contract, whenever there are conflict provisions herein shall prevail over those in the General Conditions of Contract.

- c) MSME-TC, Mumbai reserves the right to modify or change any of the terms & conditions applicable to the offer at any time without prior notice. Any corrigendum etc. will be published on GeM portal only.
- d) The successful highest responsive Bidder (**Buyer**) will give an undertaking by his authorized signatory to the effect that the **Buyer** will pick up the delivery within the stipulated delivery period, once the Sale Order is issued.
- e) Submission of e-Auction does not automatically imply that the Bidder is qualified for the subject.
- f) The sale is on “as-is-where-is” basis only (i.e. the description/ quality/ quantity indicated are approximate and MSME-Testing Centre, Mumbai does not give any assurance or guarantee that the material will strictly adhere to the advertisement) and the principle of “caveat emptor” (let the buyer be aware) applies.
- g) The **Buyer** will be given 15 (fifteen) calendar days (including the date of issue of Sale Order) for payment of sale value thereafter additional late payment charges of 1% per week or part thereof on the due amount will have to be paid upto 2 weeks only. After which the Sale Order will be automatically cancelled.
- h) In case the **Buyer** does not show interest in depositing the sale value or in lifting the scrap, actions will be initiated including re-sale of the scrap in question, at the risk and cost of the defaulter.
- i) The contract for the quantity not lifted within the stipulated time shall be deemed to have been canceled and MSME-TC, Mumbai reserves its rights against the **buyer** after the period of contract and may at its sole discretion give the extension of time to **buyer** to complete the contract in all period also at the same contracted rate as provided, subject to the price escalation clause.

#### **A-16 Terms of Delivery (release of scrap to Buyer)**

- a) Delivery Order is an essential document required to be produced to take delivery of the material. The Delivery Order will be issued to the **Buyer** only after the **Buyer** deposits the Total sale Value and after MSME-Testing Centre, Mumbai has verified its cashier's receipt.
- b) The delivery of sold Scraps must be taken within 30 (thirty) calendar days from the date of Sale Order (excluding the date of issue of Sale Order).
- c) The delivery of the material will be given only after realization of the Demand Draft.

- d) The ground rent will be payable at @1% per week or apart thereof on the total sale value of the un-lifted quantity. However, it will be sole discretion of Jt. Director, MSME-Testing Centre, Mumbai to not allow the **buyer** to lift the material with or without the ground rent after the expiry of additional period of 14 days and in such event the sale of Scraps not lifted by the **buyer** will automatically be cancelled.
- e) The **Buyer** shall lift the full Scraps, in accordance with Sale Order, lying in the location MSME-Testing Centre, Mumbai by employing their own labor and transport at their own cost from the area allotted to them within the time stipulated in the special term and conditions of tender or within such time as may be prescribed in the delivery order.
- f) The **buyer** shall lift the Scraps only from the site/ place as may be allocated by MSME-Testing Centre, Mumbai from time to time which should be final and binding on the **buyer** and they shall observe the rules and regulations and working hours fixed by MSME-Testing Centre, Mumbai.
- g) The **buyer** shall follow the procedure of taking the material lift from the area allotted as per terms & conditions in Sale order by MSME-Testing Centre, Mumbai.
- h) Neither can the sale be invalidated nor the bidder make any claim/ compensation, whatsoever, on account of any defect in description or deficiency in the quantity and quality. No plea of misunderstanding or ignorance of conditions put forth subsequent to a confirmation of sale shall be accepted.
- i) No picking, choosing, sorting, welding, cutting or breaking of scrap or materials sold will be permitted unless otherwise specified or permitted in written by Jt. Director MSME-Testing Centre, Mumbai.
- j) The **buyer** shall not be provided with any equipment including dozer, Scraper, gas, power, water facilities etc. The **buyer** will have to arrange for any of these at their own cost and they shall have to take prior permission from the Jt. Director, MSME-Testing Centre, Mumbai for this purpose.
- k) If foreign material are found to be mixed in the sale lot, other than the items included in the “List of scraps” and Sale Order, MSME-Testing Centre, Mumbai reserves right to remove them at the time of delivery.
- l) The **Buyer** is not entitled to re-sell an item or part of lot while the scrap is still lying within premises of MSME-Testing Centre, Mumbai.
- m) All documents will be made in the name of the **Buyer's** only (as in the bid).
- n) At the time of delivery, the actual quantity may vary from the quantity mentioned in the delivery order. In case of excess available, MSME-Testing Centre, Mumbai reserves the

right to retain material in excess quantity in the lot at its discretion OR the **Buyer** may be allowed to lift the additional quantity after making the requisite additional payment to MSME-TC, Mumbai.

- o) The locations where the Scraps are allotted are one of the areas of active work; under no circumstances shall the operation of the **buyer's** interrupt/ interface with the normal operation of the MSME-Testing Centre, Mumbai. Further, the **buyer** shall not indulge in any operation, which could interface with in the vicinity of this office.
- p) If any damage or loss is caused to the employees or the property of MSME-Testing Centre, Mumbai by reason of any act of omissions or negligence on the part of the **buyer** or on the part of their agents, representatives or employees, Jt. Director MSME-Testing Centre, Mumbai shall be entitled to recover such losses or damages or claim as may be ascertained by the Jt. Director MSME-Testing Centre, Mumbai (which shall be final and binding on the **buyer**) from any amount due to the **buyer** including the advances made to be made by the **buyer** as the Bid Security / Security deposit (as the case may be without prejudice to MSME-Testing Centre, Mumbai rights to take further action under the contract as well as recover such losses / damages of claim any other money due or becoming due under any other transaction with MSME-Testing Centre, Mumbai directly.
- q) The **buyer** shall follow the MSME-Testing Centre, Mumbai procedure in regard to the issue of Gate Passes for taking the material out of MSME-Testing Centre, Mumbai office/ site.
- r) The **buyer** will have to fulfill the safety rules, security rules and be governed by the applicable rules for the representatives of the **buyer** prevailing from time to time. The **buyer** shall supply safety equipments and appliances to their workers at their own cost. It shall be entirely the responsibility of the **buyer** to ensure that their vehicles are not driven with so high speed or in so reckless or rash manner as to cause an accident or prove to be potential threat to the safety of the traffic.
- s) The **Buyer** shall be fully responsible for the acts of their representatives/ workers and shall fully indemnify. MSME-Testing Centre, Mumbai will not be responsible for any claim from labour employed by the **buyer**. The **buyer** shall wholly and fully be responsible for such claims for compensation either for accident or injury/ death or damage, caused during operation to their employees/ transport or to any of the MSME-Testing Centre, Mumbai employees or to others or to any person on site of this campus.
- t) The **buyer** or any of their representatives/workers/agents shall not indulge in any

activity which is directly or indirectly prejudicial to MSME-Testing Centre, Mumbai interest or shall not commit any acts of :-

- i. Misappropriation pilferage or abetting misappropriation of pilferage or MSME-Testing Centre, Mumbai property or any attempt there of
  - ii. Offer or attempt to offer illegal gratification including offering bribe reward or advantage etc pecuniary or otherwise to any officer or employees of MSME-Testing Centre, Mumbai
  - iii. Or indulge in any malpractice namely but not limited to forgery, falsification or fabrication of documents bills, vouchers, indents etc in support of any claim against MSME-Testing Centre, Mumbai for any reduction of any liability or in connection with the work of MSME-Testing Centre, Mumbai or indulge in any other act which amounts to an offense punishable under the Indian Penal Code or any other enactment.
- u) The **buyer** shall abide by the Central/ State/ Labour legislation as may be applicable from time to time. It shall be the responsibility of the **buyer** to provide necessary insurance cover to their workers/ labourer as may be required under the law.
- v) The material will be delivered only to the **buyer** or his authorized representatives against the presentation of the **buyer's** identity proof. If the **buyer** desires to authorize a representative or an agent to accept delivery, the **buyer** shall produce a suitable power of attorney or authorization letter for each lot separately, duly attested, by a notary public authorizing his representative or agent to lift the material from the site i.e. MSME-Testing Centre, Mumbai.

#### **A-17 All Risks to the Buyer**

The material shall remain, in every aspect, at the risk of the **Buyer** from the time of acceptance of his offer. MSME-Testing Centre, Mumbai will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Lots are put are for sale, subject to change by nature's wear and tear. No complaint regarding the quality or description of the materials sold will be entertained once the bid has been accepted.

### List of Scrap (Metallic scrap)

S. No.	Scrap	Unit of measurement	Quantity (Approximate only, May vary at actual)
1.	Remnant of tested sample of Light fitting (Sodium vapour, Mercury vapour, Street light/Flood light etc)	Nos.	40
2.	Remnant of tested sample of Aluminum Cable	kg	50
3.	Remnant of tested sample of Copper Cable	kg	5
4.	Electrical appliances scrap (Food mixer, Water heater)	Nos	6
5.	Remnant of tested sample of Ferrous item	kg	320
6.	Remnant of tested sample of Aluminum item	kg	2
7.	Remnant of tested sample of Stainless-Steel item	kg	3
8.	Remnant of tested sample of Precast Manhole Cover & Frame	Nos.	12

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