

93098

## Auction Details

<b>Auction No</b>	MSTC/NRO/11 FIELD ORDNANCE DEPOT/161/PUNJAB/14-15/15803[93098]	
<b>Opening Date &amp; Time</b>	09-03-2015::11:00:00	
<b>Closing Date &amp; Time</b>	<b>Scheduled Time</b> 09-03-2015::17:00:00	<b>Closed At</b> 09-03-2015::17:00:00
<b>Inspection From Date</b>	26-02-2015	
<b>Inspection Closing Date</b>	08-03-2015	

## Seller Details

<b>Seller/Company Name</b>	11 FIELD ORDNANCE DEPOT
<b>Location</b>	PUNJAB
<b>Street</b>	BIBIWALA ROAD
<b>City</b>	BATHINDA - 151005
<b>Country</b>	INDIA
<b>Telephone</b>	0164-2246835
<b>Fax</b>	0164-2246835
<b>Email</b>	ab11-oscc@nic.in
<b>Contact Person</b>	Lt Col Pankaj Duggal

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
<b>Lot No:</b> 1287 <b>Lot Name:</b> Gen Set HAD 13M 16KVA Unmtd, 2 NO, 1600 KG, UNSV	Gen Set HAD 13M 16KVA Unmtd, 2 NO, 1600 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1288 <b>Lot Name:</b> Gen Set 5.5/5.6KVA Mtd, 1 NO, 1000 KG, UNSV	Gen Set 5.5/5.6KVA Mtd, 1 NO, 1000 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1289 <b>Lot Name:</b> Welding Gen Set Mtd, 1 NO, 900 KG, UNSV	Welding Gen Set Mtd, 1 NO, 900 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1290 <b>Lot Name:</b> Gen Set 30 KVA Mtd, 1 NO, 2400 KG, UNSV	Gen Set 30 KVA Mtd, 1 NO, 2400 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab

<b>Lot Name:</b> Gen Set 30 KVA Mtd, 1 NO, 2400 KG, UNSV				
<b>Lot No:</b> 1291 <b>Lot Name:</b> Cover Outer 1200x20, 150 NO, 7500 KG, Cover Outer F78x15, 300 NO, 2100 KG, BER	Cover Outer 1200x20, 150 NO, 7500 KG, Cover Outer F78x15, 300 NO, 2100 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1292 <b>Lot Name:</b> Cover Outer 1400x20, 100 NO, 8200 KG, BER	Cover Outer 1400x20, 100 NO, 8200 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1293 <b>Lot Name:</b> Cover Outer 1200x20, 200 NO, 10000 KG, BER	Cover Outer 1200x20, 200 NO, 10000 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1294 <b>Lot Name:</b> Gen Set HAD 13M 16 KVA Mtd, 1 NO, 1300 KG, UNSV	Gen Set HAD 13M 16 KVA Mtd, 1 NO, 1300 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1295 <b>Lot Name:</b> Cover Outer 1200x20, 150 NO, 7500 KG, Cover Outer F78x15, 200 NO, 1400 KG, BER	Cover Outer 1200x20, 150 NO, 7500 KG, Cover Outer F78x15, 200 NO, 1400 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1296 <b>Lot Name:</b> Tarpouline Rags, 7000 KG, UNSV	Tarpouline Rags, 7000 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1297 <b>Lot Name:</b> Radiator O/S, 40 NO, 400 KG, UNSV	Radiator O/S, 40 NO, 400 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1298 <b>Lot Name:</b> Welding Gen Set Mounted, 1 NO, 900 KG, UNSV	Welding Gen Set Mounted, 1 NO, 900 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1299 <b>Lot Name:</b> Cover Outer 1200x20, 200 NO, 10000 KG, BER	Cover Outer 1200x20, 200 NO, 10000 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot</b>				

<b>Lot No:</b> 1300	Cover Outer 1200x20, 100 NO, 5000 KG, Cover Outer 900x20, 100 NO, 3900 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Cover Outer 1200x20, 100 NO, 5000 KG, Cover Outer 900x20, 100 NO, 3900 KG, BER				
<b>Lot No:</b> 1301	Tarapulin Rags, 7000 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Tarapulin Rags, 7000 KG, UNSV				
<b>Lot No:</b> 1302	Gen Set 5.5/5.6 KVA (Mounted), 2 NO, 2000 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Gen Set 5.5/5.6 KVA (Mounted), 2 NO, 2000 KG, UNSV				
<b>Lot No:</b> 1303	Cover Outer 900x20, 100 NO, 3900 KG, Cover Outer 1100x20, 100 NO, 4500 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Cover Outer 900x20, 100 NO, 3900 KG, Cover Outer 1100x20, 100 NO, 4500 KG, BER				
<b>Lot No:</b> 1304	Cover Outer 1200x20, 150 NO, 7500 KG, Cover Outer 750x16, 100 NO, 1800 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Cover Outer 1200x20, 150 NO, 7500 KG, Cover Outer 750x16, 100 NO, 1800 KG, BER				
<b>Lot No:</b> 1305	Blanket Old, 2000 NO, 3000 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Blanket Old, 2000 NO, 3000 KG, UNSV				
<b>Lot No:</b> 1306	Tarpaulin Rags, 7000 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Tarpaulin Rags, 7000 KG, UNSV				
<b>Lot No:</b> 1307	Cover Outer 825x20, 150 NO, 4200 KG, Cover Outer 900x13, 250 NO, 5000 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Cover Outer 825x20, 150 NO, 4200 KG, Cover Outer 900x13, 250 NO, 5000 KG, BER				
<b>Lot No:</b> 1308	Cover Outer 1100x20, 100 NO, 4500 KG, Cover Outer 900x13, 250 NO, 5000 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Cover Outer 1100x20, 100 NO, 4500 KG, Cover Outer 900x13, 250 NO, 5000 KG, BER				
<b>Lot No:</b> 1309	Cover Outer 1100x20, 100 NO, 4500 KG, Cover Outer 900x13, 250 NO,			

<b>Lot No:</b> 1310	5000 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Cover Outer 1100x20, 100 NO, 4500 KG, Cover Outer 900x13, 250 NO, 5000 KG, BER				
<b>Lot No:</b> 1311	Tarpouline Rags, 7000 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Tarpouline Rags, 7000 KG, UNSV				
<b>Lot No:</b> 1312	Radiator O/S, 40 NO, 400 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Radiator O/S, 40 NO, 400 KG, UNSV				
<b>Lot No:</b> 1313	Cover Outer 1200x20, 150 NO, 7500 KG, Cover Outer F78x15, 300 NO, 2100 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Cover Outer 1200x20, 150 NO, 7500 KG, Cover Outer F78x15, 300 NO, 2100 KG, BER				
<b>Lot No:</b> 1314	Machinery O/S, 20 NO, 400 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Machinery O/S, 20 NO, 400 KG, UNSV				
<b>Lot No:</b> 1315	Cover Outer 1200x20, 150 NO, 7500 KG, Cover Outer F78x15, 300 NO, 2100 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Cover Outer 1200x20, 150 NO, 7500 KG, Cover Outer F78x15, 300 NO, 2100 KG, BER				
<b>Lot No:</b> 1316	Gen Set 19 KVA Mounted, 1 NO, 2500 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Gen Set 19 KVA Mounted, 1 NO, 2500 KG, UNSV				
<b>Lot No:</b> 1317	Cover Outer 1100x20, 100 NO, 4500 KG, Cover Outer 900x13, 250 NO, 5000 KG, BER	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Cover Outer 1100x20, 100 NO, 4500 KG, Cover Outer 900x13, 250 NO, 5000 KG, BER				
<b>Lot No:</b> 1318	Machinery O/S, 20 NO, 400 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot Name:</b> Machinery O/S, 20 NO, 400 KG, UNSV				
<b>Lot No:</b> 1318	Leather Scrap, 3000 KG, UNSV	1 LOT	As Applicable / 6.05%	BHTHINDA State :Punjab

<b>Lot Name:</b> Leather Scrap, 3000 KG, UNSV				
<b>Lot No:</b> 1319 <b>Lot Name:</b> Gen Set 16KVA (Mounted) , 1 NO, 2400 KG, UNSV	Gen Set 16KVA (Mounted) , 1 NO, 2400 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1320 <b>Lot Name:</b> Gen Set 19KVA (Mounted) , 1 NO, 2500 KG, UNSV	Gen Set 19KVA (Mounted) , 1 NO, 2500 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1321 <b>Lot Name:</b> Gen Set 16 KVA Mounted, 1 NO, 2400 KG, UNSV	Gen Set 16 KVA Mounted, 1 NO, 2400 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab
<b>Lot No:</b> 1322 <b>Lot Name:</b> Gen Set 19 KVA Mounted, 1 NO, 2500 KG, UNSV	Gen Set 19 KVA Mounted, 1 NO, 2500 KG, UNSV	1 LOT	As Applicable / 14.3%	BHTHINDA State :Punjab

**Total No of Lots = 36**

### Special Terms & Conditions

**All payments towards EMD /Security Deposit, balance material value, sales tax/VAT, TCS, late payment penalty etc. are to be made by way of e-payment through RTGS/NEFT in favour of MSTC Ltd. The buyers have to make payment by RTGS/NEFT from their own account only.**

"VAT rates as indicated in this e-auction catalogue are only indicative. Actual VAT rates as applicable on the date of lifting shall be applicable. Bidders are required to satisfy themselves about VAT rate through their own sources/means before bidding in this e-auction and any discrepancy should be intimated to MSTC / Seller at least one working day prior to the e-auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-auction goes on live floor. Nonpayment of sale proceeds on the ground of any discrepancy of VAT rate will be treated as default and action as deemed fit including but not limited to forfeiture of EMD/SD will be taken against the bidder."

**For Queries please contact at MSTC, NEW DELHI**

V Sharma

email id: [vsharma@mstcindia.co.in](mailto:vsharma@mstcindia.co.in)

Phone no. 011-32315203

**NOTE: 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.**

Note: 1. Netbanking Option: The amount will be credited in T+1 EOD basis, so the buyer should remit the fund through Netbanking 24 hours before the last day mentioned in the Auction Catalogue. Fund transfer through Netbanking is NEFT transaction and the same will be credited in MSTC account the next very day excluding Sunday/holiday as per RBI guidelines.

2. Buyer has to inform the details such as amount transferred, date of transfer, buyers bank name, UTR No., Auction No., Lot No., payment type such as Pre-bid EMD, EMD, Material Value, Taxes, Full Value, etc to the DT Official whose name is appearing in the Auction Catalogue on the same day of the date of transaction . MSTC has no responsibility of delay in issue of AL, DO, etc in case buyers failed to inform through

mail.

**For procedure of e-payment by RTGS/NEFT**

<b>STEP 1</b>	<b>ENTER BUYER USER ID &amp; PASSWORD</b>
<b>STEP 2</b>	<b>GO FOR ONLINE PAYMENT WINDOW</b>
<b>STEP 3</b>	<b>SELECT THE FOLLOWING OPTIONS OF PAYMENT</b> <b>1. PRE-BID EMD</b> <b>2. EMD</b> <b>3. MATERIAL VALUE</b> <b>4. VAT &amp; TCS</b> <b>5. SERVICE CHARGE</b>
<b>STEP 4</b>	<b>SELECT THE REGION/BRANCH OF MSTC</b>
<b>STEP 5</b>	<b>SELECT AUCTION NO.</b>
<b>STEP 6</b>	<b>SELECT LOT NO.</b>
<b>STEP 7</b>	<b>AMOUNT TO BE ENTERED</b>
<b>STEP 8</b>	<b>BUYER HAS TO FIND HIS BANK &amp; MAKE ONLINE PAYMENT</b>
<b>STEP 9</b>	<b>1. BANK HAS TO GIVE REPORT AS DESIRED BY MSTC 2. BUYER HAS TO INFORM RECEIPT NO. ALONG WITH THE DETAILS MENTIONED AT STEPS:3 TO 7</b>

**This supercedes the General Terms and conditions.**

1. **Definitions:** The term MSTC means the selling agents of stockholder and when the context so admits their successors and assignee and any officers acting for them. The stockholder means the commandant of concerned depot for the time being and when the context so admits any office/member acting for him. The buyer means the person, firm or company with whom MSTC/Stockholder concludes the contract for the e-auction, and where the context so permits, includes his person or representative(s) and permitted assignees.

2. **Condition of Goods:** The goods are sold on as is where is basis. They shall be removed by the buyer with all faults and notwithstanding any errors or misstatement of description, measurement, quantity, weight, enumeration or otherwise and without question on the part of buyer, and no claim shall lie against MSTC/ Stockholder for compensation nor shall allowance be made on account of any such faults, misstatements or errors, although the part of same may be of a considerable nature. In particular the description of the goods may be identical with or similar to description of the goods of some previous sale by e-auction but no reliance must be placed on any such description. The buyer should satisfy himself thoroughly as to what is offered for sale before submitting his e-auction bid, and may inspect the goods prior to bidding and shall be deemed (whether or not such inspection shall have in fact taken place) to have had noticed all defects and faults whether rendering the goods un-merchantable or otherwise and which he might have discovered on inspection and he shall not be entitled to any compensation on account thereof. Nor shall any part to this contract be entitled to claim or otherwise if the goods sold are not available by reasons of not being at the specified place and the contract shall stand cancelled. No complaint will be entertained and no reliance must be placed on any description.

3. **Risk:** The Goods shall remain in every respect at the risk of the buyer from the date of acceptance of his offer by the MSTC/ Stockholder, and MSTC/Stockholder shall not be under any liability for their safe custody or preservation from that date.

4. **Payment:**(i) After communicating acceptance of the bid or on receipt of communication of its provisional acceptance in cases of lots in which decisions are held in abeyance, the bidder concerned fails to pay the requisite earnest money for the bid within 7 days of communication of acceptance of the bid, the sale shall stand cancelled and the lot re-auctioned and in such cases the concerned bidder shall be liable to make good all losses suffered and expenses incurred due to or on account of the re-auction of stores without prejudice to the rights of the Government to take such other action as may be authorised by law.

(ii) Payment of not less than 20% (Twenty percent) of the amount of the bid shall be made as earnest money after closure of the auction and acceptance of the bid. The auctioneer may, however, without assigning any reasons, demand as earnest money, higher percentage up to the full amount of the bid immediately after closure of the auction and in doing so he shall in all cases act in accordance with the directions given by the MSTC/Stockholder or his representative.

(iii) The buyer shall deposit EMD at any of the MSTC offices within the stipulated time by way of demand draft/pay order in favour of COMMANDANT of the concerned Depot. The entire balance sale value shall be paid within 10 (ten) days from the date of issue of Acceptance Letter. The time period of 10 days will be given for making payment of balance sale value.

(iv) Balance amount of the sale value of the bids accepted will be paid by the buyer in favour of the Commandant of the concerned Depot or his representative within 10 days of sale by Demand Draft/Pay Order . If the buyer fails to make payment for the balance sale value by the stipulated date, the period for such payment may be extended by the MSTC/Stockholder or his representative at their discretion at the rate or 1% of the sale value per week part thereof on default, to a maximum period of two(2) weeks only.

(v) In the event of failure for the payment of balance sale value of any lot purchased by a bidder, within the stipulated period, the sale of such lot shall be cancelled. The earnest money if paid will be treated as accounts deposit and shall be forfeited and the lots shall be re-sold without any notice to the bidder as and when MSTC/ Stockholder thinks best, and any loss incurred on such resale shall be recovered from the bidder. MSTC/Stockholder shall in addition be entitled to recover from the bidder costs of storage, Warehousing or removal of the lot and any expenses incurred in or in connection with its resale or attempted resale, any gain on any resale as aforesaid shall belong to Government.

(vi) In all cases dues under any provincial/local law shall be payable by the purchaser (exclusive of the sale value) to MSTC by Demand Draft/Pay Order on a branch of a Public Sector Bank, along with the balance sale value, exclusive of the 20% EMD which may have already been submitted, before he shall be entitled to remove the goods. Any Octroi Duty, wherever payable upon the sale of the goods, shall be paid by the purchaser to MSTC by Demand Draft/Pay Order, in addition to the price of the goods sold. Any other tax due in respect of the sale under any law for the time being in force shall be payable by the purchaser in addition to the price.

(vii) For all payments submitted with MSTC , Delivery Order shall be issued based upon which delivery of the material can be undertaken by the bidder.

(viii) SALES TAX : Sales tax as mentioned in the catalogue / as applicable has to be paid by way of demand draft/pay order favoring MSTC LIMITED payable at New Delhi.

(ix) TCS will be paid in favour of MSTC Ltd.

5. **DELIVERY:** Removal of stores by bidder- The goods sold should be removed by the buyer from the position where they lie as per the location, and without packing unless this is specifically stated in contract. If defaulter challenges the decision of the Government then in addition to forfeiture of earnest money the Govt. reserves right to re-sell the goods at the risk and cost of defaulter and recover the loss suffered in re-sale, ware-house charges and any other expenditure incurred in sale or attempted sale.

(a) The goods sold will be removed by the buyer from the site of accumulation within the period specified in the Delivery Order. Such a period will not be more than 30 days from the date of issuance of the delivery order. Deliveries will be made only during working hours on all working days. The purchaser will make his own arrangements for transport and he will not be entitled to claim and facilities or assistance for transport from MSTC/Stockholder or his representative of the stockholder. Should the original buyer wish to take delivery of the stores purchased through a representative, he must be presented to the officer in whose charge the stores are held along with an authorization letter from MSTC/Identity Card holder. Such officer at his discretion declare to act on any such authority and it shall be the responsibility of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy will be at the purchasers sole responsibility and no claim shall be against Government of any account whatsoever, if delivery is effected to wrong person reporting to give his authority.

6. **Failure to pay price:** In case the buyer makes default in payment of any goods in accordance with the contract, the MSTC/Stock holder will forfeit his earnest money and re-sell the goods in the manner it thinks best.

7. **Failure to take delivery after payment :** If the buyer having paid the full amount of his purchase money failed to remove the goods by the date or dates specified in the tender Delivery Order, MSTC/Stockholder may keep the goods at the buyers risk and recover from the buyer compensation at the rate of 2% per day of the original sale price of the lot or lots of portion thereto if failure to take delivery of the goods or any part thereof from the last date given for removal of goods to the date of final removal of the goods. If the goods are not claimed within two weeks of the date of delivery, Govt. may sell the same without further notice as and when they think best and recover the cost of the sale at its option, and treat the default as a breach of contract and cancel the contract.

8. **Recovery of sum due :** Whenever any claim for the payment of sum of money arises out of or under this contract against the buyer MSTC/Stockholder shall, without prejudice to any other remedy, be entitled to deduct it from the proceed of such re-sale or to appropriate the said security deposit in whole or in part and in the event or the Security being insufficient the balance may be deducted from any sum then due or which at any time hereafter may become due to the buyer under this or any other contract with MSTC/Stockholder and if this is not sufficient, the buyer shall pay balance to MSTC/Stockholder on demand.

9. **Damage:** The buyer shall make good all damages which may be caused to any property of gov. or to any other person by any act of default by the buyer, his agents, or servants, in connection with the removal of any of the good, or commission to take necessary precautions provided that MSTC/Stockholder may, at its option, make good such damage and charge the buyer with the expenses thereof.

10. **Corrupt Practice** : Any bribe, commission, gifts or advantage given/promised or offered by or on behalf of the buyer or his partner, agent or servant or any one on his or their behalf (whether with or without) the knowledge of the buyer to any officer, servant, representative or agent of MSTC/Stockholder in relation to the obtaining or to the execution of the above, or any criminal liability which he may incur, subject the buyer to the cancellation of this and all other contracts and also to the payment to MSTC/Stockholder in relation to the obtaining or to the execution of this or any criminal liability which he may incur, subject the buyer to the cancellation of this and all other contracts and also to the payment to MSTC/Stockholder of any loss resulting from any such cancellation. MSTC/Stockholder may at any time terminate this contract if the buyer is an adjudicated insolvent or enters into any arrangement with creditors or being a company it wound up voluntarily or otherwise, unless it be for purpose of reconstruction, and recover from the buyer the loss resulting there from.

11. **Assignment or sub-letting of contract** : The buyer shall not assign or sub-let this contract or any part thereof without the written permission of the MSTC/Stockholder and even if permitted to do so shall remain liable towards fulfillment of the contract.

12. **Arbitration clause** :All question arising out of any contract resulting in acceptance of any e-Auction terms not expressly provided for in the preceding clauses shall be referred to the sole arbitrator who will be an officer of ministry of Law to be nominated by the Secretary, Ministry of Law and appointed by the President. There will be no objection to any such appointment that the person appointed is government Servant, that had to deal with the matters to which the agreement related and that in the course of his duties as such government servant has expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred, being transferred or vacation of office by resignation or otherwise or being unable to act for any reason, President of the Administrative Head of Ministry of Defense or his nominee at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this agreement.

13. Such person shall be entitled to proceed with the reference from the stage at which it was left by that person. No person other than a person appointed by the President or the Administrative Head of Ministry of Defense or his nominee as aforesaid should act as Arbitrator and, if for any reason that is not possible, the matter is not to be referred to arbitration at all.

14. Subject as aforesaid, the Indian Arbitration Act, 1940 or any statutory modification or re-enactment, thereof and of the rule made thereunder for the time being in force shall apply to such arbitration and this deed shall be deemed to be a subsection to such arbitration.

15. In this clause the expression Arbitrator means the Administrative Head of Ministry of Defense of any officer who may be assigned this function by him.

16. **Tax Clearance Certificate**: (i) Every participator should furnish valid income Tax-clearance Certificate or Photostat copy thereof from his Income Tax Officer indicating that the participator is an assessee of his ward and his permanent account no. where already allotted at the time of signing the bid sheet. The Certificate should be in the name and address given by the successful bidder. This Certificate is required when individual or total purchase made by the participator in an e-auction exceeds Rs. 50,000/- excluding sale tax.

(ii) In case the participator is unable to produce the requisite Certificate at the time of issuance of delivery order, TCS @ 1% + surcharge + Education Cess has to be submitted by the purchaser of the goods in the e-auction.

17. **NON-DELIVERY**:(a). Where goods are sold in lots and not by number of units, in the event of the lot or lots being found to be deficient in quantity, size, measurement, number and weight, as stated in the catalogue, purchaser shall have no claim against the Government or against the auctioneer for refund of the whole or any part of the purchaser money, or for loss of profit, interest, damages.

(b) Where stores are sold by weight or number, and not on the basis of lots, and the purchaser fails to obtain delivery of the whole or a portion of the stores sold, he shall not be entitled to make any claim other than for proportionate refund of the sale of the undelivered quantity. He shall not be entitled to claim any damages, loss or profit interest or compensation or any other account.

18. Re-sale will not be recognised and Delivery Orders will be made out in the name of the actual purchasers only.

19. The buyer in his own interest should remove the lot(s) by the specified time. In the event of his failure to take delivery the MSTC/Stockholder or his authorised representative may in his discretion permit the purchaser to remove the said lot(s) or portion thereof within an extended period on payment in advance of ground rent charges at the rate of 2% of the original sale price per day for the additional period originally specified for lifting in the date of delivery order.

20. The buyer shall be responsible for any damage that may be done to the premises in taking down or removing the lot or lots bought by him. The MSTC/Stockholder or his representative may at his option arrange to make good such damage and the buyer shall pay the same on demand by MSTC/Stockholder.

21. In the event of the Auctioneer being of opinion that bidders are forming a ring and fair prices are not being realized for stores offered in e-auction, the participator may stop the sale with the consent of the MSTC/Stockholder or his representative.

22. MSTC/ Stockholder reserves the right to defer the decision on the highest bid received for a particular item or items and communicate it subsequently.



23. MSTC/Stockholder reserves the right of withdrawing from the sale any lot or lots advertised in the catalogue prior to the acceptance of any bid without assigning any reasons.
24. Whenever any claim for the payment of a sum of money arises out of the e-auction sale against the buyer, MSTC/Stockholder shall without prejudice to any other remedy to which he is entitled to collect such sum of money from the proceeds of resale under this contract or from any sum then due or which at any time thereafter may become due to the buyer under this or any other contract with Government and demand the balance remaining due. Only those offers will be considered which are in line with STOCK HOLDER/MSTC requirements and no conditional offer shall be entertained.
25. MSTC/STOCK HOLDER reserves the right to call all the eligible bidder(s) for revised bid along with requisite EMD for any lot.