

93374

Auction Details

Auction No	MSTC/NRO/CENTRAL ORDNANCE DEPOT, AGRA/244/UP/14-15/16079[93374]	
Opening Date & Time	12-03-2015::11:00:00	
Closing Date & Time	Scheduled Time 12-03-2015::17:08:00	Closed At 12-03-2015::17:08:00
Inspection From Date	28-02-2015	
Inspection Closing Date	11-03-2015	

Seller Details

Seller/Company Name	CENTRAL ORDNANCE DEPOT, AGRA
Location	UP
Street	AGRA
City	AGRA - 282009
Country	INDIA
Telephone	05622412971-72
Fax	05622412960
Email	agd-oscc@nic.in
Contact Person	BRIG PARAMJIT SINGH

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
Lot No: 391 Lot Name: Tentage Old o/s, 3800 KG	Tentage Old o/s, 3800 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 392 Lot Name: Tentage Old o/s, 3570 KG	Tentage Old o/s, 3570 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 393 Lot Name: Tractor o/s (S No:-14594), 1 NO, 2000 KG	Tractor o/s (S No:-14594), 1 NO, 2000 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 394	Gen Set o/s 4 kva (S No:-022), 1 NO, 400 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh

Lot Name: Gen Set o/s 4 kva (S No:-022), 1 NO, 400 KG				
Lot No: 395 Lot Name: Plastic Scrap, 3500 KG	Plastic Scrap, 3500 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 396 Lot Name: Plastic Scrap, 1600 KG	Plastic Scrap, 1600 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 397 Lot Name: Alluminium scrap(Frame), 1900 KG	Alluminium scrap(Frame), 1900 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 398 Lot Name: Alluminium scrap(Frame), 1900 KG	Alluminium scrap(Frame), 1900 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 399 Lot Name: W/L Component (Mast Antenna), 2240 KG	W/L Component (Mast Antenna), 2240 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 400 Lot Name: Tyre o/s 825 X 20, 38 NO, 950 KG	Tyre o/s 825 X 20, 38 NO, 950 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 401 Lot Name: Tyre o/s 1100 X 20, 50 NO, 2250 KG	Tyre o/s 1100 X 20, 50 NO, 2250 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 402 PCB GRP :[Used Batteries/Lead Acid Batteries/Lead Acid Cells & Lead Scrap] Lot Name: Bty Sig o/s 12v 75AH, 100 NO, 3400 KG	Bty Sig o/s 12v 75AH, 100 NO, 3400 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 403 PCB GRP :[Used Batteries/Lead Acid Batteries/Lead Acid Cells & Lead Scrap] Lot Name: Bty Sig o/s 12v 75AH, 76 NO, 2584 KG	Bty Sig o/s 12v 75AH, 76 NO, 2584 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 404				

Lot Name: Tyre o/s 750 X 16, 60 NO, 840 KG	Tyre o/s 750 X 16, 60 NO, 840 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 405 Lot Name: Tentage o/s(Tent Inner,etc), 1605 KG	Tentage o/s(Tent Inner,etc), 1605 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 406 Lot Name: Textile o/s (Bag,pouches,etc), 1630 KG	Textile o/s (Bag,pouches,etc), 1630 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 407 Lot Name: Woollen Rags o/s(Sleeping Bag), 480 KG	Woollen Rags o/s(Sleeping Bag), 480 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 408 Lot Name: Tyre o/s 1100 X 20, 82 NO, 3690 KG	Tyre o/s 1100 X 20, 82 NO, 3690 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 409 Lot Name: W/L Component (Mast Antenna), 2575 KG	W/L Component (Mast Antenna), 2575 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 410 Lot Name: W/L Component (Mast Antenna), 3655 KG	W/L Component (Mast Antenna), 3655 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 411 Lot Name: W/L Component (Mast Antenna), 3760 KG	W/L Component (Mast Antenna), 3760 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 412 Lot Name: Machinery o/s(Drilling and Sharpening Machine), 5 NO, 2000 KG	Machinery o/s(Drilling and Sharpening Machine), 5 NO, 2000 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 413 Lot Name: Cable Elect o/s (JWD), 3970 KG	Cable Elect o/s (JWD), 3970 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh

Lot No: 414 Lot Name: Cable Elect o/s (JWD), 3280 KG	Cable Elect o/s (JWD), 3280 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 415 Lot Name: Machinery o/s(Drilling and Sharpening Machine), 5 NO, 2000 KG	Machinery o/s(Drilling and Sharpening Machine), 5 NO, 2000 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 416 Lot Name: Machinery o/s(Drilling and Sharpening Machine), 5 NO, 2000 KG	Machinery o/s(Drilling and Sharpening Machine), 5 NO, 2000 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 417 Lot Name: Machinery o/s(Drilling and Sharpening Machine), 5 NO, 2000 KG	Machinery o/s(Drilling and Sharpening Machine), 5 NO, 2000 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 418 Lot Name: Machinery o/s(Drilling and Sharpening Machine), 5 NO, 2000 KG	Machinery o/s(Drilling and Sharpening Machine), 5 NO, 2000 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 419 Lot Name: Machinery o/s(Drilling and Sharpening Machine), 3 NO, 1200 KG	Machinery o/s(Drilling and Sharpening Machine), 3 NO, 1200 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh
Lot No: 420 Lot Name: Rubber Scrap(Tube,Flap Rust,etc), 2500 KG	Rubber Scrap(Tube,Flap Rust,etc), 2500 KG	1 LOT	As Applicable / 5%	COD AGRA State :Uttar Pradesh

Total No of Lots = 30

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.

For Queries please contact at MSTC, NEW DELHI

Mrs. Basanti Kaul, JM

email id: bkaul@mstcindia.co.in

Phone no. 011-23212360

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

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

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 govt. 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 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 or 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.