



केन्द्रीय उत्पाद शुल्क, सीमा शुल्क एवं सेवाकर के आयुक्त का कार्यालय
OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE, CUSTOMS & SERVICE TAX



आई.एस.-15700 प्रमाणित
IS-15700 CERTIFIED

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फा.सं.: वी.जी.एन.(30)122/टी.आर.यू./संकेत/2012

औरंगाबाद, दिनांक 14.07.2015

सेवा में,

उप आयुक्त,

केन्द्रीय उत्पाद शुल्क, सीमा शुल्क एवं सेवाकर,

औरंगाबाद मण्डल-IV

महोदय,

विषय:- मेसर्स संकेत फूड प्रॉडक्ट्स प्रा. लि. (यूनिट-1), ए-9/26, अतिरिक्त एम.आई.डी.सी., जालना के जब्त किए गए माल (जमीन तथा भवन) की ई-नीलामी बिक्री के सम्बन्ध में।

मेसर्स एम.एस.टी.सी. लि. (ई-नीलामी संख्या एम.एस.टी.सी./डब्ल्यू.आर.ओ./के.उ.शु. तथा सीमा शुल्क/1/औरंगाबाद/15-16/5425/10050) द्वारा मेसर्स संकेत फूड प्रॉडक्ट्स प्रा. लि. (यूनिट-1), ए-9/26, अतिरिक्त एम.आई.डी.सी., जालना के जब्त किए गए माल (जमीन तथा भवन) की ई-नीलामी बिक्री दिनांक 28.07.2015 को तथा प्रतिभागियों द्वारा उक्त माल का निरीक्षण दिनांक 13.07.2015 से 27.07.2015 तक निर्धारित किया गया है।

इस क्रम में आपसे अनुरोध है कि :

1. सीमा शुल्क (सरकारी बकायों की वसूली के लिए दोषियों की सम्पत्ति को जब्त करना) नियम, 1995 में दिए गए प्रावधानों के अनुसार परिशिष्ट-VIII प्रपत्र में विक्रय-उदघोषणा शीघ्र बनाई जाए/जारी की जाए। इस संदर्भ में उक्त परिशिष्ट तथा तत्सम्बन्धी पावती/पंचनामा की प्रति कार्यालय अभिलेख के लिए इस कार्यालय को प्रेषित की जाए।
2. उक्त जब्त सम्पत्ति की नीलामी में सहभागी प्रतिभागियों द्वारा निरीक्षण के लिए आवश्यक प्रबन्ध किए जाएं।

आपसे अनुरोध है कि फा.सं. 296/1/95-एक्स.9 के तहत जारी परिपत्र संख्या 365/81/97-सी.एक्स., दिनांक 15.12.1997 में निर्धारित ई-नीलामी नोटिस को मण्डल कार्यालय तथा उसके सभी रैंज कार्यालयों के सूचनापट पर लगवाएं।

मेसर्स एम.एस.टी.सी., द्वारा उक्त माल के विक्रय एवं निरीक्षण के कार्यक्रम की सूचना देने हेतु भेजा गया सूचीपत्र इस पत्र के साथ संलग्न कर आगे की कार्रवाई के लिए प्रेषित किया जा रहा है।

संलग्न:- यथोपरि।

भवदीय,

14/07/15.
सहायक आयुक्त (टी.आर.यू.)

प्रति प्रेषित:-

1. सहायक आयुक्त, मण्डल-I, II, III तथा नान्देड को सूचनार्थ एवं आयुक्त महोदय, के.उ.शु., सीमा शुल्क एवं सेवाकर, औरंगाबाद के निर्देशानुसार मण्डल कार्यालयों के सूचनापट पर लगवाने के लिए।
2. अधीक्षक (संगणक) को औरंगाबाद आयुक्तालय की वेबसाइट पर अपलोड करने के लिए।
3. औरंगाबाद आयुक्तालय का सूचनापट।
4. अधीक्षक, जालना रैंज-I को सूचनार्थ एवं आवश्यक कार्रवाई के लिए।



**OFFICE OF THE COMMISSIONER OF CUSTOMS, CENTRAL EXCISE & SERVICE
TAX, N-5, CIDCO, TOWN CENTRE, AURANGABAD- 431030.**

F.No.VGN(30)122/TRU/Sanket/2012
Aurangabad, 14.07.2015

To,
The Deputy Commissioner,
Central excise, Customs & Service Tax,
Division.-IV, Aurangabad.
Sir,

Subject:- E-Auction sale of attached goods (Land & Building) in r/o M/s M/s Sanket Sanket Food Products Pvt. Ltd., (Unit-I), plot No., A-9/26, Additional MIDC, Jalna –reg.

E-Auction sale of attached goods (Land & Building) in r/o M/s M/s Sanket Sanket Food Products Pvt. Ltd., (Unit-I), plot No., A-9/26, Additional MIDC, Jalna is scheduled to be held on 28.07.2015 by M/s MSTC Ltd. (E-auction No. MSTC/WRO/Central Excise & Customs/1/Aurangabad/15-16/5425[10050]) and inspection of said goods by the participants of auction is scheduled from 13.07.2015 to 27.07.2015.

In view of above, it is requested that:

1. Proclamation of Sale, in form of Appendix – VIII, may please be made / issued immediately in view of provisions stipulated in Chapter III of Customs (Attachment of property of defaulters for recovery of Government dues) Rules, 1995. A copy of said appendix and acknowledgement / copy of Panchanama thereof, in this regard, may please be submitted to this office for records.
2. Necessary arrangements be made for inspection by the participant of auction of said attached property.

Further, you are requested to affix e-auction notices at Division office and at all Range offices of Division as prescribed in Circular No. 365/81/97-CX dated 15.12.1997 issued vide F.No. 296/1/95-CX.9.

A copy of catalogue sent by M/s MSTC, communicating the schedule for sale and inspection of said goods, is enclosed herewith for further necessary action at your end.

Encl: As above.

Yours faithfully

Assistant Commissioner (TRU)

Copy to:

1. The Assistant Commissioner, Dn-I, II, III & Nanded for information & affixing the auction notices at Notice Board of Division, as directed by Hon'ble Commissioner, CCEX, Aurangabad.
2. The Superintendent (Comp), for updating the website of Aurangabad Commissionerate.
3. Notice Board of Aurangabad Commissionerate.
4. The Superintendent, Jalna-Range-I, for information and necessary action.

Auction Details		
Auction No	MSTC/WRO/Central Excise & Customs/1/Aurangabad/15-16/5425[100050]	
Opening Date & Time	28-07-2015::11:00:00	
Closing Date & Time	Scheduled Time <u>28-07-2015::16:00:00</u>	Closed At <u>28-07-2015::16:00:00</u>
Inspection From Date	13-07-2015	
Inspection Closing Date	27-07-2015	

Seller Details	
Seller /Company Name	Central Excise & Customs
Location	Aurangabad
Street	N-5, Town Centre, CIDCO,
City	Aurangabad-431003
Country	INDIA
Telephone	0240-2484975
Fax	0240-2483303
Email	hq_tru@rediffmail.com
Contact Person	Assistant Commissioner (TRU)

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
Lot No. :01 Lot Name :Land & Building	Land & Building of Gutkha manufacturing unit. Plot No : A-9/26, Additional MIDC, Jalna. Area (in Sq.Mtrs.) : 10762.00 Construction Area including Ist floor:.21061.66 (in Sq.Ft.) Contact Person: Shri A.G.Dhobley, The Superintendent of Central Excise & Customs, Jalna Range-I, Nanded Dn. Address: Nidhish Tower, Above Cosmos Bank, Bhokardan Naka, Jalna-431 203. Ph: 02482230630. Fax: 02482230630. Details of dues available on www.mstcindia.co.in	1.0 LOT	As Applicable /As Applicable	Premises of M/s Sanket Food Products Pvt. Ltd., (UNIT-I). Plot No. A-9/26, Additional MIDC, Jalna State :Maharashtra

Total No of Lots = 1

SPECIAL TERMS & CONDITION

Pre-Bid EMD of Rs.20,000/- is payable by the bidders, by way of DD/PO favouring " Commissioner, Central Excise, Aurangabad" payable at Aurangabad. Prebid EMD must be paid at MSTC Mumbai or any of its Branches/ Regional Offices regions before 16:30 hours on 27.07.2015.

DD/PO DRAWN ON CO-OPERATIVE BANK SHALL NOT BE ACCEPTED. Draft/PO issued by scheduled banks will be accepted. No arrangement instrument where more than one bank is involved will be accepted .

In case of failure of H-1 bidder to deposit post bid EMD and balance sale value as per the terms conditions, the Pre-Bid EMD shall be forfeited. The Pre-Bid EMD amount of successful bidder shall be adjusted against the balance sale value, whereas Pre-Bid EMD amount of unsuccessful bidder shall be refunded unencashed by Speed post only.

1.IMPORTANT TERMS

1.1) Payment Terms :

1.1.1)The successful bidders are required to pay EMD / SD Payments as mentioned below:-

(a) 25% of Total Bid Value for Confirmed Lots.

(b) 10% of Total Bid Value for Subject To Approval (STA) Lots.

Above EMD/SD payments, as applicable, are required to be submitted on or before the 7th day from the date of closing of e-auction. Thereafter EMD/SD shall not be accepted under any circumstances.

1.1.2) It should be noted that failure to submit post bid EMD / SD within above stipulated time will result in automatic deactivation of buyer's login from MSTC System for a minimum period of six (06) months. Thus the bidders shall be debarred from participation in any auction being conducted by MSTC for a minimum period of six (6) months.

Buyers login may however be activated only if full payment (Material Value + Applicable Taxes & Duties) is received within 17 days from the date of closing of e-auction.

1.1.3) Payments submitted by the buyers after the 17th day from the date of closing of e-auction may be accepted at the sole discretion of MSTC/Principal subject to payment of penalty @1% on total material value (excluding taxes) per week for a maximum period of upto 2(two) weeks. However this shall not construe any right to the buyer to make any late payment of Material Value or Balance sale Value or applicable duties & taxes, after due date. No payments thereafter shall be accepted under any circumstances.

1.1.4) Failure to deposit balance sale value (after depositing post bid EMD as stated in clause 1.1.1, above) shall lead to forfeiture of EMD deposited by the buyer.

1.1.5) In the auctions where pre-bid EMD has been called for and the same is not to be kept as Security Deposit, buyers shall have to pay the balance amount (Including Applicable Taxes & Duties) within 17 days from the date of closing of e-auction. In such cases post bid EMD is not required to be deposited. In case pre-bid EMD is converted into Security Deposit (as stated in Special Terms & Conditions), then buyers shall be required to deposit full material value (including taxes & duties, as applicable) within 17 days from the date of closing of e-Auction.

1.1.6) For those lots which have been kept under Subject To Approval (STA) basis, buyers have to make post bid EMD payment at any of the MSTC offices within 7 days from the date of closing of e-auction. Failure to submit the same shall result in automatic deactivation of buyers login. Once the STA approval is received, Acceptance Letter shall be sent to the buyer asking him/her to submit the balance material value alongwith applicable taxes & duties within 10 days from the date of issue of sale acceptance letter.

1.2)DD/PO DRAWN ON CO-OPERATIVE BANK SHALL NOT BE ACCEPTED. Draft/PO issued by scheduled banks will be accepted. No arrangement instrument where more than one bank is involved will be accepted.

1.3) eAuction Result/Status: The status of the highest bids having been accepted on Confirmed or STA basis must be personally seen by the Bidders online through the link 'Auction Lot Status' immediately after closing of eAuction and payment of Post-Bid EMD/SD must be made accordingly.

1.4) eMail Address of Bidders: This must always be kept valid, failing which Bidders will be liable for non-compliance of payment or any other instruction issued by MSTC to them by email.

1.5)Where the goods are sold by UNIT WEIGHT OR UNIT NUMBER BASIS and not on the basis of 'Lot', the quantity indicated in such cases against the respective lots are purely indicative which in actual may turn out to be more or less than the indicated quantity. In case of actual quantity turning out to be less than the indicated quantity after due completion of the lifting by the Buyer(s), the Buyer(s) shall not be entitled to claim any damages, loss of interest or compensation on any other account, but shall be entitled to proportionate refund only. In case the earmarked Lot contains more than the estimated quantity upto 20% of the estimated quantity as per assessment done by the PRINCIPAL within 15 (Fifteen) days from the date of completion of the lifting of the original estimated quantity, then such excess quantity may be allowed to be lifted by the Buyer on advance

payment of additional price for the said excess quantity on the same Terms and Conditions as per the Contract in respect of the original estimated quantity, subject to payment being made by the Buyer within 10 (TEN) days from the date of issue of such Intimation Letter by MSTC. For lifting of the additional / excess quantity, proportionate / suitable extra time may be allowed to the Buyer at the sole discretion of the PRINCIPAL. MSTC / PRINCIPAL reserve the right not to offer such excess quantity in all cases and the Buyer shall have no claim on MSTC / Principal on this regard, which shall be final and binding on the Buyer.

2.0) CONTACT PERSON OF SELLER / STOCK-HOLDER:

Assistant Commissioner (TRU), Contact No:- 0240-2484975. Representative of **M/s Central Excise & Customs, Aurangabad** having address at **O/o N-5, Town Centre, CIDCO, Aurangabad-431003** who are the Owner / Seller / Stockholder of Goods, hereinafter referred to as PRINCIPAL. MSTC Ltd. (the Selling Agent of the PRINCIPAL) will be hereinafter referred to as MSTC. **(Contact Person of MSTC: Mr. Anand Aagane, Asst. Manager Ph.: (D)022-22823767 (PBX)022-22886261 Extn.15, eMail: anand@mstcindia.co.in).**

3.0) CAUTION :

3.1) 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 MSTC/Principal 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 live eAuction 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.

3.2) The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the 'Live' eAuction Floor (and not under 'Forthcoming Auctions') as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of eAuction Registration with MSTC. The Material List & STC displayed under 'View Forthcoming Auctions' on MSTC's eAuction Website are tentative and subject to change at MSTC's sole discretion before the start of eAuction. Bidders should therefore download the Material List and STC displayed only under 'View Live Auctions' for their record purpose if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the eAuction Website and clicking on 'NEW USER'. Participation in the eAction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the STC, BSTC and GTC. In case of any conflict between the STC and BSTC, the STC shall prevail. MSTC shall have the right to issue addendum to the STC or BSTC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.

3.3)UNIT/UNIT OF MEASUREMENT (UOM) FOR BIDDING, SALE & DELIVERY: Each Lot will have to be bid, sold and delivered on the basis of the Unit / Unit Of Measurement (i.e. UOM) stipulated in the Material List displayed on the Auction Floor of 'View Live Auctions' against the respective Lot. Any representation / complaint from the Bidders for the Bid to be made / having been made on the basis of any other Unit/Unit of Measurement will not be entertained.

3.4)During Live 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 MSTC / Principal from the Bidders.

3.5)MSTC/PRINCIPAL reserves the right to forfeit any amount / money lying with MSTC / Principal from the successful Bidder who defaults in making the due payments against the eAuction even though such amount / money may be lying with MSTC / Principal on account of the said Bidder against any other contract/ transaction.

4.0) INSPECTION OF MATERIALS:

All the materials put up for sale through e-Auction will be sold strictly on 'As is where is basis' and 'No Complaint basis'. MSTC / PRINCIPAL reserve the right to accept / reject any offer / bid without specifying any reason thereof. All quantities are only estimates and without any guarantee. The registered Parties (or their Authorised Representative) should inspect the materials at the specified locations by producing their e-Auction Photo ID Card to the PRINCIPAL or by producing a copy of this eAuction Catalogue downloaded from the Website. Inspection, limited to visual checking only, will be allowed with prior appointment from the PRINCIPAL. Any clarification required may be sought by the Bidders from the PRINCIPAL at the time of inspection, and no dispute regarding the material or its physical conditions / location will be entertained thereafter.

5.0) VALIDITY OF BIDS:

All Bids will be valid for acceptance by MSTC for a period of 60 (sixty) days from the date of closing of e-Auction, excluding the date of closing. In case the 60th day falls on a holiday or remains closed for MSTC, such Bids will be deemed to be automatically extended to be valid upto the next working day of MSTC.

6.0) SALE RESULT/ INTIMATION:

6.1) All sales will be subject to Reserve Price (RP) fixed by the PRINCIPAL. The PRINCIPAL also has the option to fix a lower limit of the RP for an individual Lot. After closing of eAuction, in case the Highest Bid is equal to or more than the RP, the respective Lot will be deemed to be 'Sold' on CONFIRMED basis, whereas if the Highest Bid is less than the RP but equal to or more than the lower limit of the RP, then such Highest Bid will be deemed to be Provisionally Sold on 'SUBJECT TO APPROVAL' (STA) basis for which final approval or otherwise will be intimated after receipt of the prescribed Post-Bid EMD/SD from such Bidder within the due time.

6.2) It will be the Bidder's responsibility to personally see the result of eAuction by seeing and downloading the 'Auction Lot Status' from the Website immediately after Closing of eAuction which will be displayed upto 7 (Seven) days from the date of Closing of eAuction (excluding the date of closing of eAuction). The 'Auction Lot Status' will show whether any Lot has been won by the Bidder on Confirmed or STA Basis. The successful Highest Bidder for Confirmed as well as STA Lots shall have **to pay the prescribed EMD/Security Deposit within the prescribed time counted from the date of Closing of eAuction (excluding the date of closing).** Although immediately after closing of eAuction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Highest Bidder advising him to deposit the prescribed Post-Bid EMD/SD within the stipulated time, it must be noted by the Bidders that such Sale Intimation Letter will be issued by MSTC only for the purpose of record and payment of Post-Bid EMD/SD will have to be made within the stipulated time counted from the date of Closing of eAuction irrespective of the date of issue of the Sale Intimation Letter by email. Bidders must, therefore keep a watch on their incoming e-mail. Normally no hard copy of the Sale Intimation Letter (on Confirmed or STA basis) will be issued by MSTC.

7.0) POST-BID EMD/SECURITY DEPOSIT (SD):

7.1) The successful Bidder shall have to deposit Post-Bid EMD/SD within stipulated time as per Clouse 1.1 above counted from the date of Closing of eAuction (excluding the date of closing and irrespective of the date of issue of Sale Intimation Letter) as follows:-

Post-Bid EMD/SD will be @ 25% of the Sale Value for Lots Sold on Confirmed basis and @ 10% of the Sale Value for Lots Sold on STA Basis.

7.2) Post-Bid EMD/SD by way of PO / DD of any Scheduled Bank favouring the PRINCIPAL must be submitted to MSTC, Mumbai or any office of MSTC (see details of MSTC's Regional / Branch Offices on MSTC's Website). Post-Bid EMD/SD is adjustable towards material value only after receipt of the balance material value alongwith applicable Duties & Taxes within the due date, failing which the Post-Bid EMD/SD will be forfeited.

7.3) If the successful highest Bidder (on Confirmed or STA) 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 eAuctions and disposal sales by MSTC on behalf of this PRINCIPAL and, his Registration Fee will be forfeited. While considering his request for reactivation which will be at the sole discretion of MSTC, all facts including the number of PRINCIPALS / eAuctions / Lots for which he had failed which are germane will be taken into account. The unsold Lot may be put up for re-e-Auction.

7.4) Delayed payment of Post-Bid EMD/SD may be accepted depending on the circumstances of the case or urgency of disposal in consultation with the Principal with such penalty as may be deemed fit by MSTC. This shall however not confer any right to the Bidder to make any Late Payment of Post-Bid EMD/SD.

7.5) In case the successful Bidder pays the EMD/SD, but fails to pay the balance material value alongwith applicable Duties and Taxes within the due date, then his EMD/SD will be forfeited.

8.0) PAYMENT OF BALANCE SALE VALUE & DUTIES & TAXES:

8.1) On receipt of Post-Bid EMD/SD from the successful Bidder, Sale Order/ Acceptance Letter will be issued by MSTC to him advising him to deposit the balance material value alongwith all applicable Duties & Taxes to any of the Offices of MSTC within 10 (Ten) days from the date of issue of Sale Order / Acceptance Letter by MSTC (including the date of issue). The entire balance Sale Value will have to be paid by the Buyer in one lump-sum and no installment payment will be allowed, unless otherwise stipulated in the Lot / Item Details.

8.2) In case of installment payment being allowed as per stipulation in the Lot / Item Details, the first installment will have to be paid within 10 (Ten) days from the date of issue of Sale Order/Acceptance Letter by MSTC and subsequent installments at every 15 (Fifteen) days interval. The Post-Bid EMD/SD (Security Deposit) will be refunded on successful completion of the contract.

8.3) The mode of payment will be as stipulated in the Sale Order / Acceptance Letter and the payment will have to be submitted by the Buyer to MSTC, Mumbai or any office of MSTC for collecting the Delivery Order.

8.4) Normally all sale will be treated as Local Sale & the Buyer shall have to pay VAT/Sales Tax as per the Local Sales Tax Act/Rules/Tariff of the concerned State where the materials are lying & sale against 'C' Form/CST will not be allowed. In case of materials belonging to Defence Depots/Units under Ministry of Defence, Sale against 'C' Form/CST will not be allowed & local Sales Tax/VAT rate will be charged. However in those cases where the PRINCIPAL (Other than Defence Depots/Units) is registered with the Sales Tax Authorities as a Dealer and subject to the permission of such PRINCIPAL, Buyer's request for sale against 'C' Form/CST may be considered at the sole discretion of the PRINCIPAL and in the event of the PRINCIPAL not agreeing to the same, Buyer will have to pay the Local Sales Tax/VAT as per the applicable rate and no representation in this regard will be entertained by MSTC/PRINCIPAL.

8.5) In case of Ordnance Factories and PRINCIPALS other than Defence Depots/Units under Ministry Of Defence, the balance payment will have to be submitted by the Buyer to MSTC by PO/DD of any Scheduled Bank as stipulated in the Sale Order / Acceptance Letter. The necessary instructions as to in whose favour the POs/DDs have to be made by the Buyer for the payment of Balance Sale Value, Duties and Taxes etc. will be stipulated in the Sale Order / Acceptance Letter.

9.0) DEFAULT IN 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 additional charges @ 1% per week or part thereof calculated on the Full 100% Sale Value for a minimum period of one week or multiple thereof. The Post-Bid EMD/SD will be adjusted towards material value only on receipt of the balance Sale Value within the prescribed time. However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes and MSTC reserves the right not to accept the payment of the Balance Sale Value with or without the additional charges after the expiry of the free payment time.

10.0) DELIVERY:

10.1) On payment of balance Sale value by the Buyer alongwith applicable Duties and Taxes to any of the

MSTC offices, the Buyer shall obtain Delivery Order from MSTC on producing his e-Auction Photo ID Card. In case the Photo ID Card holder deposes any Representative to collect the Delivery Order, he should attest and authorize the signature of his Representative on his letter-head alongwith a self-certified/Notarised Photocopy of his Photo ID Card. Delivery Period will be 30 (Thirty) days counted from the date of issue of Delivery Order by MSTC/date of issue of Release Order by PRINCIPAL as the case may be (including the date of issue) in all cases except where the payment of Balance Sale Value is made by MRO. In case of Balance Payment of Sale Value being made by MRO to SBI/RBI as applicable for Defence Depots/Units under Ministry of Defence, the Delivery Period will be 30 (Thirty) Days counted from the date of payment being made by the Buyer to SBI/RBI through MRO (including the date of issue). In those cases where the Balance Sale Value is paid within time but the Buyer delays the payment of applicable Duties and Taxes, the Delivery period will be counted from the date of payment of Balance Sale Value.

10.2) Every Bidder registered with MSTC for eAuction participation has been issued a Photo ID Card duly authorized by MSTC and containing the specimen signature of the Authorised Representative of the Bidder's Firm. For the purpose of taking delivery from the PRINCIPAL's Location/Depot/Plant, the Authorised Representative of the Buyer i.e. the authorized Photo ID Card Holder should report to the PRINCIPAL alongwith his original Photo ID Card or the said Photo ID Card Holder may depute any other Representative alongwith Authority Letter on Buyer's Letter-Head after duly attesting the signature of his Representative alongwith a Self Certified/Notarised Photocopy of his Photo ID Card. In case of Defence Depots/Units under Ministry of Defence such Authority Letter of Buyer's Representative will have to be first produced to MSTC for authentication before submitting to the PRINCIPAL. The successful Bidder/Buyer shall co-ordinate the date and time with the PRINCIPAL in advance and take prior appointment before placement of Trucks to ensure speedy removal of materials.

10.3) The materials sold shall be removed by the Buyers from any one side of the Lot as per the sole direction of the PRINCIPAL and no segregation of items from the sold Lots will be permitted.

10.4) In case any hot-work permission is required for dismantling operations, the same will have to be obtained by the Buyers from the PRINCIPAL's authorized representative before lifting and it will be sole discretion of the PRINCIPAL to allow or not to allow such hot-work permission at Buyers cost only to the extent of facilitating the loading and transportation of the goods.

10.5) For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel and shall keep the Principal fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc.

10.6) While removing materials, if any accident or damage to the property/life etc. arises by reason of any act of negligence /omission /default or non-compliance with any of the Terms & Conditions of statutory regulations or rules and regulations applicable within Principal's premises, on the part of the Bidder's / his representative or employees resulting in death or injury to any persons or damages to the property of Principal or any third Party then in such an event the Bidder will have to pay compensation to any such person including the employees of Principal for such injury / for damage to person's property of such persons. The Bidder shall in such and event keep the Principal indemnified from any demand, claims or proceedings made.

11.0) DEFAULT IN LIFTING:

11.1) In case of any Default in lifting of materials by the Buyer within the prescribed free time limit, the outstanding material may be lifted within 14 (Fourteen) Days from the due date subject to payment of Ground Rent by the Buyer directly to the PRINCIPAL for the period of delay. In case of Defence Depots/Units under Ministry of Defence and Ordnance Factories, the Ground Rent will be payable @ 2% per day and in case of all other PRINCIPALS the Ground Rent will be payable @ 1% per week or part thereof. All matters relating to charging of Ground Rate will be decided by the PRINCIPAL.

11.2) In case of Goods sold on Lot Basis, the Ground Rent will be calculated on the value of the entire Lot even if lifted in part, where as in case of Goods sold on Unit Weight or Unit Number Basis, the Ground Rent will be calculated on the value of unlifted quantity.

11.3) However it must be noted by the Bidders that it will be the sole discretion of the PRINCIPAL not to allow the Buyer to lift the Goods with or without the Ground Rent after the expiry of the stipulated free Delivery period or even within the aforesaid additional period of 14 (Fourteen) Days and in such event, the sale of the material not lifted by the Buyer(s) will be automatically cancelled and all the moneys paid by the Bidder /Buyer will be automatically forfeited.

12.0) STATUTORY PAYMENTS:

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. Successful Bidders shall have to pay Income Tax by way of TCS @1.0% plus 10% Surcharge and 2% Education Cess on all Scrap items purchased for trading as per Section 206 C of IT Act 1961. The TCS will be calculated on the gross Sale Value i.e. Materiel Value plus Excise Duty (if any) & Sales Tax/VAT. Parties eligible for Tax Exemption or Lower Rate of Tax should produce prescribed Certificate from Income Tax Assessing Officer at the time of payment. (Notarised Photocopy to be given alongwith Original, the latter will be returned after verification). Manufacturers who are exempted from paying Income Tax, must submitted Certificate to the PRINCIPAL/MSTC as per the format prescribed U/S 206-(C) of Income Tax Act 1961 at the time of paying the Balance Sale value. All successful Bidders must submit their Income Tax PAN No. at the time of making the payment of balance sale value.

13.0) PERIOD OF CONTRACT:

Upto the validity period of the Delivery Order / Release Order issued by MSTC / PRINCIPAL or upto the extended period of validity of the Delivery Order / Release Order in case the Delivery period is extended by the PRINCIPAL at his sole discretion as the case may be.

14.0) SALE OF VEHICLES:

14.1) In case of disposal of Old / Used Vehicles, the following procedure will be normally followed:

(a) For RTO Registered Vehicles sold with RC Book (if available with the PRINCIPAL) the sale will be deemed to be for 'Re-use' and Sale Tax will be charged accordingly. All charges for change to ownership shall be borne by the Buyer. In case the RC Book is not available or lost, necessary Certificate in this regard will be issued by the PRINCIPAL to the concerned RTO with copy to the Buyer to enable them to get the ownership transferred.

(b) In case of RTO Registered Vehicles sold as Scrap without RC Book, the sale will be deemed as sale of Scrap and Sales Tax will be charged accordingly and a Remark will be put on the Delivery Order stipulating that 'Sale is for Scrapping & without RTO Documents'.

(c) In case of Ministry of Defence Vehicles not having RTO registration, question of availability of RC Book / Documents does not arise. Normally the Vehicle will be sold as Scrap/for Scrapping by stipulating the Remarks in the Delivery Order that 'Sale is for Scrapping / Vehicle not having RTO Registration' and Sales Tax will be charged accordingly. However, instead of sale for scrapping if any Bidder wants the sale to be made for Re-use without stipulating the abovementioned Remarks in the Delivery Order, then Sales Tax will be charged accordingly subject to the Bidder being responsible for all RTO related formalities at his cost.

However in all the above cases, the PRINCIPAL will have the sole discretion to decide whether they would sell the Vehicle for Scrapping or otherwise and no complaint / representation will be entertained from the Bidder in this regard.

15.0) SALE OF HAZARDOUS WASTE ITEMS:

15.1) The sale of Hazardous Waste items, namely Waste Oil and specified categories of Non-Ferrous Metal Waste will be governed by Hazardous Wastes (Management & Handling) Rules, 1989 and its Amendments and the sale of Batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its

Amendments. For such items, only those Parties shall be eligible to bid who have Valid Registration Certificates from the State as well as Central Pollution Control Board (PCB) on the date of e-Auction. In case the validity of such license is due to expire after the date of eAuction, it is the responsibility of the buyer to submit notarised copy of extension/ revalidation of the license to MSTC/PRINCIPAL before actual delivery.

15.2) In all cases, however, it will be the Bidder's responsibility to ensure that his SPCB and CPCB Certificates are kept valid at the time of taking delivery of materials and till the materials are processed by him. Participation by any Bidder in the e-Auction will be deemed to imply that he undertakes to comply with all his statutory responsibilities as envisaged under the said Rules including keeping their CPCB & SPCB Certificate(s) valid till the material is processed by them. Bidders are particularly advised to see clause No. 20 of the Hazardous Wastes (Management & Handling) Amendment Rules, 2003.

15.3) At the time of taking delivery, the Buyer shall fill-up and submit Manifest in Form 9 to the Principal as may be directed by the Principal and he shall also submit copies of the Manifest in Form 9 to the concerned State PCB / Statutory Authorities as per Rule 7(4) & 7(5) of the aforesaid Rules. The Buyer shall also have to produce the Original State / Central PCB Certificates to the Principal at the time of delivery for verification & for necessary endorsement thereon by the Principal as required under the HW(M&H) Rules.

15.4) In case of Sale of Waste Oil & specified Non-Ferrous Metal Waste involving transport of such material to the Buyer's Plant / Processing Unit located in a State other than from where such items are being sold, the Buyer must obtain and submit 'No Objection Certificate' from the State PCB where the Buyer's Plant / Processing Unit is located, to the Principal before taking delivery, failing which the sale will be treated as cancelled and further action will be taken by MSTC / Principal as may be deemed fit by MSTC / Principal.

15.5) In case of Items other than Waste Oil, specified Catagories of Non-Ferrous Metal Wastes and Batteries, which fall under the category of HAZARDOUS WASTE, the sale will be governed by the Hazardous Waste (M&H) Rules, 1989and its Amendments.

16.0) In case of Goods belonging to Defence Depots/Units under Ministry of Defence and Ordnance Factories, participation in the eAuction by the Bidders shall be deemed to imply that the Bidder undertakes not to export the Goods outside the territory of India, failing which the sale will be liable for cancellation.

17.0) 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.

18.0) The Seller and/or MSTC 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 MSTC 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 MSTC shall be without prejudice to other right of actions available to the seller and/or MSTC against the bidder/buyer under the e-auction terms and conditions.

19.0) ARBITRATION/ LEGAL JURISDICTION:

This will be applicable as per the relevant Clauses stipulated in the Buyer Specific Terms And Conditions already accepted by the Bidders at the time of Online Registration by him on the MSTC eAuction Website.