

The Sale of Properties listed under this auction is restricted to CPSEs (Central Public Sector Enterprises) in India only. Interested CPSEs are requested to register on MSTC e-Auction portal through the link - [https://www.mstcecommerce.com/auctionhome/index\\_new.jsp](https://www.mstcecommerce.com/auctionhome/index_new.jsp) as a “Property” Type buyer. Non-refundable Registration fees for Property type e-auctions is Rs.1000/- plus GST @ 18% (Total Rs.1,180/-). The registration fees and the registration of the buyer CPSE shall be valid for 1 year time period from the date of receipt of the same.

Interested CPSEs shall have to compulsorily upload a declaration on their letter head confirming that they are a CPSE interested in purchasing the property. Format for the declaration is available as annexure-I of these special terms and conditions at the end of this document.

ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS e-Auction SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, <https://www.mstcindia.co.in/>

**NOC Clause:** It is the responsibility of the buyer to obtain the NOC from the authority concerned as required for registration including the payment of fees as applicable for the same. All sale deed registration related formalities and payments including but not limited to generation of e-stamp paper for property shall be done by the successful H1 CPSE office only.

- 1) For participation in this e-Auction, Pre-bid EMDs as per details below is to be deposited with MSTC before the close of e-Auction as per the procedure below:

Bidders after successful login will access **PAY PRE-BID EMD** link at their homepage to make pre-bid EMD payment through RTGS/NEFT. Requisite Pre-bid EMD for the interested lots is to be paid in the Fixed Account Number generated by the interested CPSEs from the above link from their Buyer home page on MSTC e-commerce website. **DO NOT PAY PRE-BID EMD BY E- PAYMENT LINK OR THROUGH DD/PO.**

Credit of Pre-bid EMD shall be given to the bidder only after receipt of payment in the designated Bank account and after updation of such information in the e-Auction website. This may take some time as per banking process and hence bidders, in their own interest, are advised to submit the pre-bid EMD amount well in advance to avoid any last minute problems.

Pre-Bid EMD must be paid by the bidder (NEFT/RTGS) in the Fixed Account Number generated through the above stated **PAY PRE-BID EMD** link only otherwise the pre-bid activation will not work. Refund to non H-1 bidders as per their online request will be processed from next working day upon receipt of request from the bidders. **ONLY THOSE PARTIES WHO HAVE DEPOSITED PRE-BID EMD AS ABOVE SHALL BE ALLOWED TO PARTICIPATE IN THE CONCERNED LOTS/PROPERTIES OF THIS e-Auction.**

The Pre-Bid EMD of successful bidder will be retained by MSTC as non-interest-bearing Security Deposit. If Seller approves the sale then this non- interest-bearing Security Deposit may be adjusted towards balance payment (last Installment) to be made by the buyer, i.e., with 75% of bid/sale value to be made as per clause 27 of the Special Terms and

**Condition. In case of non-submission of Sale Consideration within the stipulated time as per e- Auction terms, the Security Deposit of the successful Buyer will stand forfeited without any further notice.**

**Refund to Bidder as per their online request (made through **EMD REFUND REQUEST** link) will be processed from MSTC, Registered Office (RO), Kolkata. The EMD REFUND REQUEST link shall be active only between 6:00 a.m. to 12:05 p.m. one day after close of e-Auction and shall be processed by MSTC RO within next 3 working days.**

- 2) Before commencement of this e-Auction, bidders may go through the GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND THE SPECIAL TERMS & CONDITIONS (STC). In case bidders submit the bid in live e-Auction, it is presumed that the bidders have inspected the property and accepted all the terms and conditions governing the e-Auction for sale of the Property. (AS SOON AS A BIDDER SUBMITS the declaration as per Annexure-I and submits PRE- BID FOR THIS e-Auction, IT WILL BE PRESUMED THAT THE BIDDER HAS ACCEPTED ALL THE TERMS AND CONDITIONS OF THIS e-Auction).**
- 3) The bidder/buyer must clearly understand that MSTC/JOINT PLANT COMMITTEE do not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The bidder/buyer must satisfy himself on all aspects pertaining to the property prior to bidding in e-Auction and he will not have any recourse after the submission of the bid on JOINT PLANT COMMITTEE/MSTC for any deficiency in the documents or title of the property. No complaint, whatsoever, in this regard would be entertained after the submission. The interested bidders may carry out their own due diligence in respect of the Property at their own cost. The Bidder who submits the bid shall be deemed to have full knowledge of the condition of the Real Estate Property the bidder is interested in, relevant documents, information, etc. whether he actually inspects or visits the property and verifies regarding it or not. Bidders shall be deemed to have inspected and verified the Property to their entire satisfaction and for the purpose, bidders may, in their own interest and at their own cost, verify the area of the Property and any other relevant information before submitting the Bids. It shall be presumed that the Bidder has satisfied himself/herself about the title documents pertaining to the Property, names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abuttal's of the Property and that the Bidders concurs or otherwise admits the identity of the Property to be purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the Property and their condition.**
- 4) ELIGIBILITY FOR REGISTRATION WITH MSTC AND PARTICIPATION:**
  - ONLY CPSEs are allowed to participate in the e-auction of listed properties.** CPSEs shall have to fill Annexure-I and submit its signed and sealed copy through upload document link in their buyer login for verification by JPC/Seller. Only CPSEs who are legally competent to enter into contract and are having proper documentary proof against the same are eligible.
  - This is a closed e-auction between and for only CPSEs and NO general public or entities shall be allowed to participate in these e-auctions.**
  - Individuals/Institutions/Societies/ Companies/State Govt. Companies/Autonomous Bodies/ Ministries/Embassies are not eligible for participation in these e-auctions.**
  - Employees of CPSEs/JOINT PLANT COMMITTEE (JPC) and its subsidiaries are not eligible to participate in the e-Auction for Sale of JOINT PLANT COMMITTEE Real Estate Assets and should not apply for registration as the prospective bidder.**
- 5) Any application received from other than the CPSEs or any other above-referred applicants shall not be considered for Registration and may lead to forfeiture of any/all**

payments done in this regard without any claims to any such buyer/bidder.

Registration as buyer may be in CPSEs legal or trade names only as it is appearing on their GSTIN/GSTN/GST Certificate. All correspondence by Seller shall be made in the name, email and contact address of the contact person mentioned by CPSEs during buyer registration only.

- 6) Payments of Sale Consideration are to be made in favour of JOINT PLANT COMMITTEE through RTGS/NEFT mode only as per instructions issued at the time of issue of Sale Intimation Letter (SIL). After the e-auction no payment is to be made in favour of MSTC Ltd. In any case, cheques of any bank and cheques and Bank Drafts issued by Cooperative Banks will not be accepted by JPC/MSTC for any payment.
- 7) e-Auction bids are invited for sale of immovable properties of JOINT PLANT COMMITTEE on As Is Where Is and No Complaint basis only. It would be deemed that by submitting the Bid the bidder has made a complete and careful examination of the Property and has satisfied himself/itself of all the relevant and material information in relation to the Property(ies). It will also be presumed that buyer has understood that he would have no recourse to JOINT PLANT COMMITTEE post transfer of ownership rights of the concerned property(ies).
- 8) This e-Auction sale is governed by the [GENERAL TERMS & CONDITIONS \(GTC\)](#), [BUYER SPECIFIC TERMS & CONDITIONS \(BSTC\)](#) AND THE SPECIAL TERMS & CONDITIONS (STC) of the e-Auction. In case of any conflict or difference among any provisions of GTC, BSTC & STC, the provisions of STC will supersede GTC & BSTC provisions in the particular e-Auction.
- 9) The Special Terms & Conditions appearing on the day of e-Auction under VIEW LIVE e-Auction are final and binding and which may be downloaded.
- 10) The Bidders who are participating in the e-Auction may submit their bid(s) at the Starting Price and with a minimum incremental as per description of the lots.
- 11) e-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-Auction catalogue may be treated as (IST) Indian Standard Time only. The rates are to be quoted in Indian Rupees only.
- 12) The Bidders/CPSEs who are interested to purchase above property(ies) through e- Auction should get themselves registered with MSTC as bidder for e-Auctions and submit the required Pre-bid EMD as per clause no.1 of Special Terms and Condition.
- 13) **Schedule of Property:**  
Description: The description of the subject properties are as per Property/Lot description and annexure
- 14) **Ownership of the Property:** All the subject properties are wholly owned by JOINT PLANT COMMITTEE are the original owner of the properties which are free from all encumbrances.  
Nature of Property: Nature of the subject properties are as per Property/Lot description
- 15) **CONTACT PERSONS:**  
For inspection and other queries Please contact JOINT PLANT COMMITTEE :  
Shri Santosh Gupta (Sr. Office Assistant)-836801484 (DELHI)  
Shri Debayan Rana AGM (DB&AS)-9038019239 (KOLKATA)

MSTC Limited, New Delhi:

**SHRI MANOJ PANDEY, MANAGER; e-mail id: nroopn8@mstcindia.in, Mob no.+91-9727700986.**

**For any Queries regarding registration process or any other issues/concerns pertaining to MSTC portal please contact the following Help-Desk numbers: 01165263076, 01165263075, 01165263077, 07969066600**

- 16) The word JPC/Seller wherever it appears shall mean JOINT PLANT COMMITTEE or its authorized representative.**
- 17) The word MSTC wherever it appears shall mean MSTC LIMITED, SELLING AGENT OF JPC.**
- 18) The Word BIDDER wherever it appears shall mean CPSEs which are interested in participating and purchasing the property put up for sale in this e-Auction.**
- 19) The Word successful bidder wherever it appears shall mean CPSE(s), whose rate has been H-1 (Highest) in this e-Auction.**
- 20) THE DETAILS OF PROPERTY AND STC DISPLAYED UNDER VIEW FORTHCOMING AUCTIONS ON MSTC'S e-Auction WEBSITE ARE TENTATIVE AND SUBJECT TO CHANGE AT THE SOLE DISCRETION OF JOINT PLANT COMMITTEE BEFORE THE START OF e-Auction. BIDDERS SHOULD, THEREFORE, DOWNLOAD THE DETAILS OF PROPERTY AND STC DISPLAYED ONLY UNDER VIEW LIVE AUCTIONS FOR THEIR RECORD PURPOSE, IF REQUIRED, AND BID ACCORDINGLY.**
- 21) JPC/MSTC shall have the right to issue addendum to the GTC or BSTC or STC prior to commencement of e-Auction 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.**
- 22) INSPECTION OF PROPERTY/ e-Auction DATE: The properties may be inspected as per inspection period mentioned in the Auction catalogue on any working day during office hours in the presence of JOINT PLANT COMMITTEE Officials/representative of JPC. For inspection of property, the Name of contact official with their contact details are as mentioned above. The e-Auction commencement date/ closing date are also as mentioned above. The bidder has to satisfy himself about property in every aspect. The Principle of CAVEAT EMPTOR~ (LET THE BUYER BE AWARE) will apply. For inspection, the registered Parties (or their Authorized Representative) should produce their Photo ID Card issued by their CPSE to the Seller or produce a copy of this e- Auction Catalogue downloaded from the Website.**
- 23) e-Auction RESULT/STATUS : It must be personally seen by the Bidders online through the link Auction Status immediately after closing of e-Auction which will be displayed up to 7 (Seven) calendar days from the date of Closing of e-Auction (excluding the date of closing of e-Auction).**
- 24) PRE-BID EMD:  
The Bidders who wish to bid in this e-Auction should submit Pre-Bid EMDs as detailed in Clause 1 above.**

- 25) The pre-bid EMD of the successful bidder will be retained by MSTC as Security Deposit. No interest whatsoever will be paid on this Pre-bid EMD/Security Deposit. If JOINT PLANT COMMITTEE approves the sale, then this non-interest-bearing Security Deposit may be adjusted towards balance payment (last instalment) to be made by the buyer, i.e., with 75% of bid/sale value to be made as per clause 27 of the Special Terms and Condition.
- 26) The Highest (H-1) bid received in the e-Auction will be under subject to approval (STA) by JOINT PLANT COMMITTEE and it will not be binding on the JOINT PLANT COMMITTEE to sell the Property to the H-1 bidder. The right of acceptance & rejection of the H-1 bid lie entirely with the JOINT PLANT COMMITTEE, and only after approval of H-1 bid by JOINT PLANT COMMITTEE, communication of which will be given by JOINT PLANT COMMITTEE to MSTC and will be marked on MSTC e-auction portal from their seller login, a system-generated Sale Intimation Letter (SIL) will be issued to the successful bidder by MSTC. In the event of non-acceptance of H1 bid, pre-bid EMD without interest shall be returned to the H1 bidder by MSTC.
- 27) If JOINT PLANT COMMITTEE approves the H-1 offer, a Sale Intimation Letter will be issued by MSTC which will be received by buyer over email. The successful bidder shall be required to deposit 25% of bid/sale value within **15 (Fifteen) days** from the date of issue of SIL (including the date of issue) of MSTC, by RTGS/NEFT. Failure to deposit 25% of Bid/Sale value, as specified herein in this clause, shall lead to forfeiture of Security Deposit without further reference/claims to the bidder/buyer. Balance 75% of Bid/Sale value along with other duties/taxes, if any, shall have to be deposited by the buyer directly to the seller through RTGS/NEFT within **90 (Ninety) days** (within 75 days after payment of 25% post-bid EMD by the buyer) from the date of issuance of Sale Intimation Letter (including the date of issue). Failure to deposit balance 75% of Bid/Sale value by the buyer directly to the seller may lead to forfeiture of Security Deposit as also 25% of Bid/Sale value deposited by the buyer. While making payment towards this balance payment of 75%, buyer may adjust the Pre-bid amount lying as Security Deposit against this property. If the last date of payment is a holiday, the next working day shall be treated as the last date of payment.
- 28) **DEFAULT IN PAYMENT OF Sale Value:** In case of default in payment within the stipulated time for the reasons attributable to the H1 bidder, Late Payment Penalty @ 1% per week (plus GST) for the full sale value shall be charged upto two (2) weeks. Acceptance of late payment beyond two weeks and thereafter shall be at the sole discretion of JOINT PLANT COMMITTEE. However, JPC reserves the right not to accept the payment with or without the additional charges after the expiry of the above mentioned stipulated time limit or even within or after the aforesaid additional period of 14 (fourteen) days and in such an event the contract shall be automatically terminated and the Security Deposit/payment(s) made by the bidder lying in any form with JOINT PLANT COMMITTEE or MSTC Limited shall automatically stand forfeited without prejudice to the right of JOINT PLANT COMMITTEE to dispose off the property at the risk and cost of the bidder and realize the difference if any from the bidder without any further claims to the bidder on the matter. JOINT PLANT COMMITTEE /MSTC shall not bear any responsibility for delay in submission of payment by the buyer on account of not getting or delay in financial assistance from Banks/financial institutions etc. The buyer has to make payment within time as specified in clause 27 above.

Successful bidder's inability to conclude the transaction - In the event successful bidder is a CPSE which is unable to complete the sale of the said property as per the terms of the e-

**Auction for any such reason as the transfer/resignation/retirement/death of the authorized person, it shall be the responsibility of CPSEs legal representative/assignees (successor) to adhere to the terms of e-Auction and complete the sale process in accordance to the e-Auction terms. In case the successor of the successful bidder decides to pull out of the transaction, for whatever reason, the Pre-bid EMD and all other further payments made by the bidder (if any) will be forfeited with no further claims of any sorts to the bidder or legal representative/assignees (successor).**

- 29) After the full payment of Sale Consideration by the successful buyer, all the approvals, consents, licenses, permissions required for effectively transferring the Property to the buyer shall be responsibility of the buyer only at bis/her own cost and time, provided however, JOINT PLANT COMMITTEE shall be responsible to provide all the relevant internal approvals/ permissions/ consents on which JOINT PLANT COMMITTEE has control and necessary authority to Successful Bidder.**

**All charges on account of obtaining necessary clearances or approvals (including but not limited to society charges, NOC Charges, electricity, water, society charges, maintenances charges and charges required for transfer of the said property in favour of the successful bidder) should be undertaken by the bidder at its own cost, effort and liabilities starting from the date of issue of relevant Sale Intimation Letter from MSTC/JPC including the date of completion of auction. All charges including but not limited to society charges, electricity, water, maintenances charges, etc. as per tentative charges mentioned in the annexure(s) against each property will also have to be cleared by H1 bidder.**

- 30) Conveyance of the flat/plot through a registered sale Deed will be made on the name(s) of successful bidder CPSE only at the cost and expenses of the successful bidder after payment of the full Sale Value and any other dues and no additions / deletions of names of the bidders shall be permitted at any later stage and names of the bidders submitted at the time of registration as a buyer in MSTC portal shall only be considered for this purpose.**

- 31) JOINT PLANT COMMITTEE shall execute Sale Deed(s) in favour of the successful bidder, provided however, execution costs and formalities including proper documentation and registration shall be sole responsibility of the successful bidder and all the expenses including stamp duty implications or other taxes, duties, cess, charges or imposts in relation thereto, including legal expenses shall be borne by the successful bidder. The sale deed shall be executed on the receipt of entire sale consideration and subject to compliance of all terms and conditions of e- Auction by the buyer. The successful buyer will on their own cost arrange to get the property transfer in their CPSE's name after the payment of Sale Consideration. JOINT PLANT COMMITTEE would endeavour on a best effort basis to complete the documentation and conveyance in respect of the relevant Property in favour of the Successful Bidder/buyer after the payment of Sale Consideration and fulfilment of all other formalities by the buyer.**

- 32) Force Majeure : JOINT PLANT COMMITTEE shall not be liable for any Failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, pandemics, natural calamities, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of JPC to extend**

the time of performance on the part of JPC by such period as may be necessary to enable JPC to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

**33) GENERAL:**

- a) VALIDITY OF BIDS:** All the bids will be valid for 180 (One Hundred Eighty) days from the date of closing of e-Auction, excluding the date of closing. In case the 180th day falls on a holiday or remains closed for MSTC/ JOINT PLANT COMMITTEE, such Bids will be deemed to be automatically extended to be valid up to the next working day of MSTC/JPC.
- b) PERIOD OF CONTRACT:** The contract is valid upto the date of registration of the property in favour of the successful buyer.
- c) CAUTION IN SUBMISSION OF BID:** The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/JPC in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of 0s (Zeroes) /No of Digits/Unit of Measurement etc.) their bid (if required) before submitting their Bid into the live e-Auction floor by clicking the 'Bid' Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for a particular Lot, this will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals. During 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 / JPC from the Bidders.
- d) 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. Conditional offers of any kind and any form or any representations in this regard shall not be considered/entertained.**
- e) JOINT PLANT COMMITTEE reserves the right to accept / reject any offer / bid, withdraw from sale, the property offered for sale in full or part thereof prior to or after the acceptance of the bid, till the signing of sale deed, without specifying any reason thereof.**
- f) In case of postponement due to exigency, the same will be informed to the bidders through a notification or if such notification is not possible, by affixing a notice to that effect on the Notice Board in the JPC Office or MSTC website.**
- g) The sale shall be subject to cancellation for violation of any of the terms and conditions or stipulations or instructions.**
- h) All rates, taxes, charges, fees, assessment and other levies, cost of registration,**

stamp duty etc., of whatsoever nature shall be paid by the successful bidder to the concerned authority/body.

- i) It shall be the responsibility of the successful bidder(s) to obtain NOC for registration of the property in favour of the buyer, necessary Permission for approval of building permission, sub-division of Block/Plot from the appropriate local authority as required under the law and to make payment of fees as may be required under various laws, rules and regulations. It shall be the responsibility of the successful bidder to have service connection secured from the respective organizations for electricity, water supply & drainage and at his/her/their own cost. JOINT PLANT COMMITTEE will not take any responsibility in this regard.
  - j) JOINT PLANT COMMITTEE /MSTC reserve the right to defer, cancel, alter, amend or modify the Notification/Advertisement/Auction Catalogue prior to commencement of e-Auction.
  - k) All the correspondences will be made to the address/e-mail as appearing in the registration with MSTC. It shall be the responsibility of the bidder to keep his e-mail id valid till the completion of all the sale procedures.
  - l) Any amendment made will form part of the terms and condition and no individual intimation will be sent to the bidders.
  - m) In all matters of doubts or disputes or in respect of any matter not provided for in these terms and conditions, the decision of the JOINT PLANT COMMITTEE shall be final and binding.
  - n) The property put for e-Auction is on 'as is where is' and 'No Complaint Basis'. The bidders shall inspect the property and satisfy themselves of the condition and location of the property before participating in the auction.
  - o) In case of any electrical lines, drainage, water supply lines passing through the land, the successful bidder should get it shifted with respective departments at his/her/their own cost and expense by paying necessary fees to the appropriate authorities. JOINT PLANT COMMITTEE shall not take any responsibility in this regard.
  - p) Physical Handover of the property will be given to the successful bidder after execution of the Sale Deed.
- 34) In case of any dispute regarding payment/registration of the property or any other matter relating to this e-Auction, the decision of MSTC/ JOINT PLANT COMMITTEE shall be final.
- 35) **Non-Disclosure Clause:** The bidder will maintain the confidentiality of e-Auction documents and all other information related to the bidding process and shall not use them for any purpose other than evaluation of the property for perspective of the bidding process. Bidders shall also refrain from reproducing/forwarding or dissemination of any document or information on bidding process to any other person except its legal and financial advisors.
- 36) **ARBITRATION:** In the event of any dispute between Central Public Sector Enterprises

(CPSEs) inter se and also between CPSEs and Government Departments/Organizations such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. DPE OM No.05/0003/2019-FTS-10937 dated 14.12.2022 and amendments thereof.

- 37) Since MSTC will only act as Selling Agent/Service Provider to the JPC who is the Owner/Seller of the properties, all litigations including arbitration, if any invoked by the Bidders/Buyers shall be exclusively dealt with by the JPC irrespective of whether MSTC is joined in such proceedings as a party or not. It shall be responsibility of the JPC to handle all suits/legal proceedings including arbitration that may initiated by or against any buyer/bidder and to defend itself in all such proceedings at its own costs and expenses. If MSTC is made party to any such litigations which exclusively involves buyer and seller, then seller (JOINT PLANT COMMITTEE) shall have to protect the interests of the MSTC at their own cost and expenditure. In case, MSTC does have to incur some legal cost towards such litigations, then the seller (JPC) shall have to reimburse the same to MSTC. The competent officials of the JOINT PLANT COMMITTEE shall be also required to appoint the Sole Arbitrator in case request for such appointment is made by Bidder/Customer in terms of the relevant Tender/Auction/e-Auction Clauses. If court case arises on the fault of M/s MSTC, then responsibility will be of M/s MSTC, NRO.

**IMPORTANT NOTES:**

- A.) **PAYMENT CLAUSE:** In case the date of submission of payment happens to fall on a Public Holiday, the next day shall be considered as the date of submission of payment.
- B.) **DD/PO DRAWN ON CO-OPERATIVE BANKS SHALL NOT BE ACCEPTED. NO ARRANGEMENT INSTRUMENT WHERE MORE THAN ONE BANK IS INVOLVED WILL BE ACCEPTED and the same will be returned without any action being taken on them. The buyers have to make payment by RTGS/NEFT from their own account only. No third-party payment shall be accepted.**
- C.) **INSPECTION:** BUYERS HAVE TO INSPECT THE PROPERTY THOROUGHLY AND SATISFY THEMSELVES ABOUT THE SAME IN ALL RESPECTS, BEFORE SUBMITTING THE BID. IN CASE THEY COME ACROSS ANY MATERIAL BEYOND THE SCOPE OF THE DESCRIPTION OF PROPERTY, IT SHOULD BE INFORMED TO SELLER/MSTC. MSTC WILL NOT BE RESPONSIBLE FOR ANY COMPLAINT IN THIS REGARD.
- D.) The PROPERTY(IES) offered for sale may be inspected with prior permission of the owner/representative of the owner during working hours. All the rates are to be quoted as per the Unit of Measurement (UoM) basis as shall be indicated against each lot. MSTC/OWNER/Principal shall not entertain any complaint from the buyer for any deficiency in quality / quantity etc. or for recovery of the whole or part of the purchased money or any loss of profit / interest /damages and otherwise. After the submission of bid(s) by the Buyer, a presumption would be drawn that the buyer has inspected the property(ies) and has satisfied himself about the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to the e-auction. No complaint, whatsoever, on the points referred above, would be entertained after the submission of the bid.

- E.) THOUGH A FACILITY IS PROVIDED TO BIDDERS TO SELECT A CATEGORY AND A SELLER IN THE LIVE AUCTION FLOOR, HOWEVER, BUYERS, IN THEIR OWN INTEREST ARE ADVISED TO GO TO LIVE E AUCTION FLOOR, AFTER SELECTING "ALL CATEGORIES" and "ALL SELLERS". MSTC WILL NOT BE RESPONSIBLE FOR ANY OVERSIGHT IN SELECTING THE CATEGORY IN LIVE E- AUCTION/LOT ON THE PART OF BIDDERS/BUYERS.
- F.) The Material List and Special Terms and conditions (STC) displayed under "View Forthcoming Auctions" on MSTC's e-Auction Website or being displayed in MSTC's Corporate Website ([www.mstcindia.co.in](http://www.mstcindia.co.in)) are tentative and subject to last moment changes at MSTC's / Principals sole discretion till the start of e-Auction. Only the Auction List and Special Terms and Conditions displayed on the Auction Floor under "View Live Auctions" (and not under "View Forthcoming Auctions") on start of e-Auction will be final and will form the basis for all sale contracts against this e-Auction and no representation / complaint in this regard will be entertained by MSTC / Principal from the Bidders. For buyers guidelines visit [www.mstcecommerce.com](http://www.mstcecommerce.com) and click help.
- G.) *THIS E-AUCTION SALE IS GOVERNED BY THE GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND SPECIAL TERMS & CONDITIONS (STC) OF THE E-AUCTION. INCASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF STC WILL SUPERCEDE OTHERS IN THE PARTICULAR E-AUCTION.* The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the Live e-Auction 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 e-Auction Registration with MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's e- Auction Website are tentative and subject to change at MSTC's/Principal's sole discretion before the start of e- Auction. 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 e-Auction Website and clicking on NEW USER. Participation in the e-Auction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the STC, BSTC and GTC. MSTC/Seller 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.

[CLICK FOR GTC](#)

[CLICK FOR BSTC](#)

- H.) Properties Sale is Subject to the reserve price, if any, fixed by the owner and on the terms and conditions in BSTC, GTC and STC and sale shall be made on **"As is where is and no complaints basis"**. The rates must be offered ON UNIT BASIS FOR EACH LOT SEPARATELY NOT PART THEREOF i.e. in Indian Rupees per unit only.

I.) **E -AUCTION RESULT/STATUS**

Immediately after successful acceptance of lots of E-Auction by the seller, a system generated automatic Sale Intimation Letter (SIL) will be issued by e-mail to the Highest Bidder advising him/her to deposit the prescribed payments within the stipulated time. The status of the highest bid(s) having been accepted on Confirmed basis must be personally seen by the Bidders online through the link "Auction Lot Status" immediately after closing of E-Auction which will be displayed upto 7 (seven) days from the date of Closing of E-Auction (including the date of closing of E-Auction) and payment of Post-Bid EMD/SD or any other auction related payment is required to be made accordingly. Thus non- payment or delay in payment of post bid EMD/SD or any other auction related payment on the plea of non-receipt of SIL will not be entertained by MSTC/Seller. Bidders must always keep their registered email account valid and keep a watch on their incoming e-mail for their own convenience including Spam folders and ensure the MSTC's email ids are not blacklisted by their internet service providers.

J.) No interest will be paid to the purchaser on the amount paid or deposited and, on the amount, refundable, if any. MSTC/ PRINCIPAL reserves the right to call all the eligible bidder(s) for revised bid along with requisite EMD for any lot.

K.) MSTC/Principal 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.

L.) **The Principal/Owner of the materials reserves the right to withdraw at any stage the sale of any item or quantity of material either by number or by weight or any other specific unit etc., even after issue of Sale Order/Delivery Order. The Principal/Owner will not be bound to assign any reason or details thereof. Value of the materials so withdrawn, if any, and paid by the buyer will be refunded. The Principal will however, not be responsible for any damage, loss, direct or consequential compensation whatsoever to the buyer nor for payment of any interest.**

**(To be printed on the Official Letterhead of the CPSE)**  
**DECLARATION / UNDERTAKING**

We, M/s \_\_\_\_\_ (Name of CPSE), hereby declare and confirm that we are a Central Public Sector Enterprise (CPSE) under the administrative control of the \_\_\_\_\_ (Name of Ministry) Ministry, Government of India.

We further confirm that we intend to participate in the e-auction conducted by MSTC Limited and are submitting this declaration in support of our eligibility as a CPSE. Our organization is a Government of India enterprise and is duly authorized to participate in such e-auctions in accordance with the applicable rules and guidelines. The official website of our organization is \_\_\_\_\_ (website address).

Further, the details of the Pre-Bid amount remitted by us for participation in the said e-auction are as under:

<b>Particulars</b>	<b>Details</b>
Amount (Rs.)	_____
UTR / Transaction Reference No.	_____
Date of Payment	_____

We hereby confirm that the above information furnished by us is true and correct to the best of our knowledge and belief. In case any information provided herein is found to be incorrect or misleading at any stage, the concerned authority shall be at liberty to take appropriate action as deemed fit.

This declaration is issued for the purpose of participation in the aforesaid property e-auction conducted by MSTC Limited for Joint Plant Committee (JPC) and for submission before the concerned authority.

Authorized Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

(Official Seal of the Organization)