

- **DEFICIENCY LIST (items/ components) OF HELICOPTERS:** The most of the items are removed from the helicopter and this list of removed item from helicopters is called deficiency list.  
Deficiency list of all the helicopters is also attached for the ready reference Purpose.
- The video with photos of the four helicopters is also uploaded in the E-AUCTION for the better understanding of the current situation of these 04 helicopters and submit the bid accordingly.

## A SPECIAL TERMS & CONDITION

- 1) All the offers shall be valid for a period of 90 days from the date of closing of e-auction.
- 2) All the materials are offered for sale on AS IS WHERE IS basis and where they are stacked. Material are sold on the assumption that bidders have inspected the same and know what they are buying, irrespective of whether they have first inspected the materials or not. No complaint shall be entertained in this regard. The material offered for sale can be inspected prior to the due date of e-auction. For inspection of material & other related matters, bidders may contact Pawan Hans Limited as per the contact details shared in lot description.
- 3) The Contract shall be treated as having been entered into as soon as the Sale Order/Acceptance Letter is issued by MSTC. The period of contract shall be of sixty days from the date of last Delivery order by MSTC against full payment made by the party. The contract shall be deemed to be complete as soon as the Area is cleared of the entire material allotted or on completion of the period of contract as mentioned above, whichever is earlier.
- 4.0) **Inspection and acceptance** :All the materials are offered for sale on AS IS WHERE IS basis Ex- works owners Mumbai office. The rates must be offered ON UNIT BASIS FOR EACH LOT SEPARATELY NOT PART THEREOF i.e. in Rupees per unit only.
- 4.1) **Pre-Purchase Inspection**: The Buyer has the right to perform a pre-purchase inspection at their own expense. Any Query/concern from the inspection must be brought to the notice of seller.
- 4.2) **Acceptance**: The Buyer accepts the Helicopter and its condition as of the date of inspection/Auction. The Buyer acknowledges that the Seller has provided all relevant information regarding the Helicopter's condition, maintenance history, and any known defects.
- 4.3) The quantities indicated against the lot are purely indicative. The quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift the allotted quantity. In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count. The material as offered has to be lifted by the buyer.
- 4.4) 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
- 5) The Rate must be offered on unit basis for each unit separately not part thereof only and in Indian rupee only.
- 5.1) The Rate must be quoted exclusive of all kinds of Duties and Taxes like Excise Duty, GST/Sales tax, TCS etc. These will be charged extra as applicable. Any variation in Excise Duty, VAT/Sales tax or in any other kind of applicable tax and any fresh statutory levies will be borne by the buyers. C form will NOT be accepted toward sales tax for interstate sale. TCS will be payable in favour of PAWAN HANS LIMITED payable at New Delhi.

**6. EARNEST MONEY DEPOSIT:** You are ready to pay an amount of **Rs 14,34,000/-** as pre-bid EMD per helicopter/lot through "Pay Pre-Bid EMD" button available in buyer login on MSTC Portal.

The EMD will be forfeited, if the H1 bidder withdraws or amends its bid or impairs or derogates

from the auction in any respect within the period of validity of its tender. If the successful bidder fails to furnish the required performance security/post-bid EMD within the specified period mentioned in clause no.4.3 of additional terms and conditions, your pre-bid EMD will be forfeited

7. Bidder shall submit his/ their Income Tax clearance certificate (latest), partnership deed of organizations as and when demanded by MSTC/ owners/Sellers.

8) **DELIVERY:** The Bidders/ customers' workmen shall have to abide by the rules & regulation including safety & security regulation of the relevant statutory acts. Entry inside the works / stores should only be against Gate pass for the men and equipment for which purchaser will have to apply well in advance before lifting commences.

9) The Buyer will employ his own labour and means; at his own cost and risk for removal/collection/shifting of scrap as per schedules and payment of wages/compensation to the labourers will be the sole responsibility of the buyer. The purchaser shall ensure that his workmen do not loiter around within the stores area of the factory areas. They shall not touch any material except those materials shown to them. The bidders workmen shall abide by the rules and regulation including safety and security regulations. If any of his workmen is even found violating these restrictions, the purchaser shall be responsible for making good the loss to the owners on which their decision shall be final and binding.

10) **PAYMENT PERIOD :** The cost of each lot of materials along with all taxes and duties must be paid at MSTC by the buyer in one installment within 15 days from the date of acceptance letter by MSTC (including the date of issue)/22 days from the date of lot being declared sold, whichever is earlier. The Sale Order shall clearly specify the break-up as well as the method of payments.

11) Payment favouring PHL to be made as per the following details:

Bank Name : Bank of Baroda

Branch : Rohini Sector- 24

NEW DELHI A/c No : 45770200000203

IFS Code :BARB0ROHINI

PAYMENT FAVOURING MSTC IS TO BE MADE ONLY THROUGH RTGS/NEFT/E-PAYMENT. The link is mentioned hereunder:

<http://mstcecommerce.com/auctionhome/RenderFileGeneralAuctions.jsp?file=BuyerManualforePayment.pdf>

a. On receipt of full payment as specified above, MSTC shall issue Delivery Order.

b. **LATE PAYMENT PENALTY :** For any delay in making payment within the time limit specified, the due payment may be made together with late penalty @ 1% per week (plus GST) or part thereof on the Sale Value for the period of delay within 14 days from the due date and thereafter on the sole discretion of PHL only. PHL or MSTC in consultation with PHL reserves the right not to accept the payment with or without the late penalty after expiry of the above mentioned time limits or even within the aforesaid additional period of 14 days, at Principal/MSTC's (in consultation with principal) sole discretion and in such an event the sale of the lot will be automatically cancelled and the Earnest Money/Security Deposit (as the case may be) will automatically stand forfeited.

- c. **DELIVERY PERIOD:** The successful bidders shall lift the specific material lying in the lot allotted to them by employing their own labour and transport at their own cost within 30 Days (Thirty Days) from the date of Delivery Order (including date of issue) by MSTC.
  - d. **Ground Rent:** Customers are required to lift the material completely on clean sweep basis as to clear site failing which ground rent will be charged. Ground Rent @1% per week (plus GST) or part thereof beyond free lifting period as detailed above will be levied and up to 2 weeks maximum, provided written request is received before the expiry of the free lifting period. If no such request for extension is received, the sale order stands cancelled & security deposit forfeited on completion of free lifting period.
  - e. Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter. If there is a default in payment as per Terms of the Sale order cum Acceptance letter, the Security deposit mentioned therein will stand forfeited automatically without any further notice.
- 12) MSTC/ PHL reserves the right to call all the eligible bidder (s) for revised bid along with requisite EMD for any lot.
  - 13) After the submission of bid(s) by the Buyer, a presumption would be drawn that the buyer has inspected the material 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.
  - 14) 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 eAuction 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.
  - 15) 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.
  - 16) GST rates as indicated in this e-auction catalogue are only indicative. Actual GST rates as applicable on the date of lifting shall be applicable. Bidders are required to satisfy themselves about GST rate through their own sources/means before bidding

in this e-auction and any discrepancy should be intimated to MSTC / Seller at least one working day prior to the e-auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-auction goes on live floor. Nonpayment of sale proceeds on the ground of any discrepancy of GST rate will be treated as default and action as deemed fit including but not limited to forfeiture of EMD/SD will be taken against the bidder.

- 16) Though a facility is provided to bidders to select a category in the live auction floor, however buyers, in their own interest are advised to go to live e auction floor, after selecting "all categories". mstc will not be responsible for any oversight in selecting the category in live e auction/lot on the part of bidders/buyers.
- 17) **Limitation of Liability:** The Seller shall not be liable for any indirect, incidental, or consequential damages arising from the sale or use of the Helicopter.
- 18) **Indemnification:** The Buyer agrees to indemnify and hold the Seller harmless from any claims, damages, or expenses arising from the Buyer's use or ownership of the Helicopter after the sale.

#### **B. ADDITIONAL TERMS AND CONDITIONS:**

1)MSTC Ltd. shall hereinafter be referred to as **MSTC** and M/s *Pawan Hans Limited* as **PRINCIPAL/ owners/ Seller/stockholder**.

2)**VALIDITY OF BIDS:** All bids will be valid for acceptance by MSTC for a period of 90 (Ninety) days from the date of closing of e-Auction, excluding the date of closing. In case the 90th 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.

#### **3)CAVEAT EMPTOR:**

- 3.1) All the materials are offered for sale on "AS IS WHERE IS and no complaint basis" and where they are stacked. Material are sold on the assumption that bidders have inspected the same and know what they are buying, irrespective of whether they have first inspected the materials or not. No complain shall be entertained in this regard. The material offered for sale can be inspected prior to the due date of e-auction. For inspection of material & other related matters, bidders may contact PRINCIPAL officials.
- 3.2) The quantity, quality, measurement and condition of the materials indicated are all approximate. Participation and bidding by anyone in this sale shall be treated as conclusive evidence of the fact that the party has inspected the materials offered for sale and satisfied himself in all respect regarding quantity, quality, measurement, weight and condition of materials, taxes and duties, local working condition and other extraneous factors and principle of Caveat Emptor (let the buyer beware) will apply.
- 3.3) It shall be implied and taken for granted that the party has carefully gone through and understood the terms and conditions of E-Auction including the amendments if any, prevailing at the time of bid. No complaints or objections shall be entertained by owner / MSTC and/or the Authorities after the bid is opened / accepted.

- 3.4) Owner / MSTC do not give any warrantee or guarantee for the quality, chemical composition of the lot or about the end use or fitness for a particular purpose. The break ups of the quantities given in the material list are only indicative and without any guarantee. No. complaint whatsoever about any shortage shall therefore be entertained.

#### **4) EARNEST MONEY DEPOSIT FOR AUCTION:**

- 4.1. Upon acceptance of the auction bid the buyer shall have to pay Earnest Money @ 25% of material value against accepted bids positively within 7 days of confirmation of bid by NEFT/RTGS through any Nationalized / Scheduled Bank in favour of **"PAWAN HANS LIMITED"**
- 4.2. Non-submission of EMD within 07 (Seven) days from the e-Auction close date will lead to non-compliance of pre-agreed terms and conditions and lead to de-activation as well as de-registration of the concerned buyer resulting in forfeiture of Registration Fees. MSTC/SELLER shall have the right to dispose off such goods in any manner it likes and the concerned buyer will have no right/claim. However the Principal reserve the right to accept the full sale value with applicable levies in terms of the Special Terms & Conditions.
- 4.3. In case the successful Bidder pays the EMD, but fails to pay the balance material value along with applicable Duties and Taxes within the due date, then his EMD/SD will stand automatically forfeited. If the last date of payment happens to be Bank/MSTC Holiday, the payment will be accepted on the next working day.
- 4.4. Post-Bid EMD converted to Security Deposit/SD is adjustable towards material value only after receipt of the balance material value along with applicable Taxes and Duties within the due date, failing which the Post-Bid EMD/SD will stand automatically forfeited. The successful bidders shall submit Earnest Money Deposit at MSTC by NEFT/RTGS/ Bank Draft/ Pay order of any scheduled bank in favour of **"PAWAN HANS LIMITED"**

#### **5) BALANCE PAYMENT:**

- 5.1) **PAYMENT PERIOD:** Full / balance payment along with GST and other applicable charges will be required to be made within Fifteen (15) days from the date of submission of post bid EMD (confirmed lot). The cost of each lot of materials along with all taxes and duties must be paid to **PAWAN HANS LIMITED** by the buyer in one installment within 15 days from the date of submission of post bid EMD (confirmed lot) (including the date of issue)/22 days from the date of e-auction (including the date of auction), whichever is earlier.
- 5.2) **PAYMENT DETAILS ARE AS BELOW:**
- a) As shall be stated in Sale Intimation letter a proportionate amount of the material value as mentioned above should be paid through NEFT/RTGS in favour of **"PAWAN HANS LIMITED"**.
  - b) Similarly a proportionate amount XXXXX of the material value shall be deducted by MSTC from the pre-bid EMD of the buyer (as service charge and IT TDS u/s 194O) and balance pre-bid

shall be forwarded to the seller. This balance pre-bid shall be adjusted against balance payment of the buyer.

c) Applicable GST, TCS and/or any other levies should be paid through NEFT/RTGS in favour of **PAWAN HANS LIMITED**.

d) In case, the last day of payment happens to be Closed Holiday for MSTC or the Banking Institutions, the next working day will be taken as the day of payment without late payment charge.

e) On failing to comply with afore stated payment terms, the successful buyer's EMD/SD shall automatically stand forfeited without any further reference to the buyer and MSTC / SELLER shall have the right to dispose of such goods in any manner it likes and the concerned buyer will have no right / claim. However, considering exigency, the Principal reserves the rights to accept or not to accept sale value with additional charges after expiry of 14 days as mentioned above. The Rate must be quoted exclusive of all kinds of Duties and Taxes like GST, TCS etc. These will be charged extra as applicable. Any variation in GST tax or in any other kind of applicable tax and any fresh statutory levies will be borne by the buyers.

#### **6) TAXES & OTHER LEVIES:**

6.1) GST & other duties if any over the price quoted/auctioned along with the full Balance payment for issue of Sale Order shall be done by H-1 Bidder. Such Taxes are assessed by the Tax Authorities and hence the rate applicable at the time of lifting of material shall be binding on the bidders for making payments. Any dispute in this regard shall be taken up directly by the bidders with the Statutory Authorities. The rate of GST 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.

**6.2) INCOME TAX:** Income Tax @ 1.00% on purchase price may be charged. Purchase price means base price + sales tax. Exemption will be given to manufacturers and processors on production of exemption certificate from the concerned assessing officer of the income tax department. Exemption is not available to retailers / traders. Bidder shall submit his/ their Income Tax clearance certificate (latest), partnership deed of organizations and when demanded by MSTC/ owners.

**7) DELIVERY:** Delivery will be given only after receiving the balance payment from the Buyer.

**7.1) DELIVERY PERIOD:** The successful bidders shall lift the specific material lying in the lot allotted to them by employing their own labour and transport at their own cost within 30 Calendar Days (Thirty Days) from the date of Balance/Full Payment or 30 Calendar Days (Thirty Days) from the date of issuance of Sale Release Order by owner.

#### **7.2) THE MATERIALS WILL BE DELIVERED BY THE OWNER TO THE SUCCESSFUL BUYER AGAINST PRODUCTION OF THE FOLLOWING :-**

(I) Photo-ID Card issued to the buyer by MSTC.

(II) Copy of Delivery Advice in original issued to the buyer by owner /principal, if any.

(III) The Photo-ID Cardholder can authorise his representative to take delivery of materials.



In that case, in addition to the two documents as stated in (I), (II) above, the representative will produce his authorisation with his signature and photograph duly attested by the Photo-ID Cardholder and any other formalities specific to owner.

- 7.3) In case the whole or any part of the goods sold remain uncleared, even after the authorized period stated in the delivery schedule, the purchaser shall have no claim whatsoever on the goods remaining uncleared and the amount paid to MSTC / OWNER, security deposit shall stand forfeited at the expiry of the said period. Owner shall have the right to dispose of such goods in any manner it likes. The purchaser will have no right / claim whatsoever to any compensation.

#### **8) DELIVERY OF THE MATERIALS:**

At the time of delivery, the actual quantity may vary from the quantity mentioned in the De-Auction. The customer has to lift the additional quantity after making the requisite payment through MSTC to PRINCIPAL.

- 8.1) In case the last day of delivery happens to be a Closed Holiday for B&R, the next working day will be taken as the date of lifting without any Ground Rent.
- 8.2) Purchasers are advised in their own interest to make appointment with the owner before placement of vehicles for taking delivery of the materials purchased by them within the scheduled date of delivery. The purchaser at his own cost will make his own arrangement for removal, dismantling, loading, transporting and he will not be entitled to claim any facility or assistance or cost on this account from owner / MSTC.
- 8.3) Short Delivery of Material: In the event of non-availability of sufficient quantity of materials observed by the intending bidder during inspection of the same, the intending buyer has to bring the same to the notice of owner prior to bidding. No claim shall be entertained by owner for loss of profit, damage or interest
- 8.4) Segregation / selection / rejection / sorting out / de-scaling / burning of material is not allowed.
- 8.5) Weighment of empty and loaded trucks shall be done at owner designated weigh-bridge for each and every trip and weight in the Weighment slip for empty and loaded truck will be final for particular truck and same will be binding on the buyer
- 8.6) Once the material is lifted from the premises of Principal it shall no longer be responsible for any misuse resulting from further sale and / or unauthorized use.
- 8.7) The Buyer will employ his own labour and means; at his own cost and risk for removal/collection/shifting of scrap as per schedules and payment of wages/compensation to the labourers will be the sole responsibility of the buyer. The purchaser shall ensure that his workmen do not loiter around within the stores area of the factory areas. They shall not touch any material except those material shown to them. If any of his workmen is even found violating this restriction, the purchaser shall be responsible for making good the loss to the owners on which their decision shall be final and binding.
- 8.8) Welding / cutting works, if any can be arranged only with the prior permission from PRINCIPAL. For clearing and transport of materials, children and adolescents should not be employed inside the factory as per Factories Act. The successful bidder has to arrange to cover all their workmen engaged inside the Company under the Workmen's



Compensation Act, the Fatal Accidents Act and Common Law so that the successful bidder shall indemnify the Company for any claim for injuries or fatal accidents to the workmen under the Workmen Compensation Act. The successful bidder has to collect and remit both employers and employees contribution as per PF Act and ESI contribution as per the ESI rule for the labour directly and indirectly employed for the work.

- 8.9) **LATE PAYMENT PENALTY:** For any delay in making payment within the time limit specified, the due payment may be made together with late penalty @ 1% (plus GST @18%) per week or part thereof on the Sale Value for the period of delay within 14 days from the due date and thereafter on the sole discretion of PRINCIPAL only. PRINCIPAL or MSTC in consultation with PRINCIPAL reserves the right not to accept the payment with or without the late penalty after expiry of the above mentioned time limits or even within the aforesaid additional period of 14 days, at Principal/MSTC's (in consultation with principal) sole discretion and in such an event the sale of the lot will be automatically cancelled and the Earnest Money/Security Deposit (as the case may be) will automatically stand forfeited.
- 8.10) Payment towards material value and other dues is to be made as stipulated in Sale Intimation letter. If there is a default in payment as per Terms of the e-Auction, the Security deposit mentioned therein will stand forfeited automatically without any further notice.
- 8.11) **Ground Rent:** Customers are required to lift the material completely on clean sweep basis as to clear site failing which ground rent will be charged. Ground Rent @1% per week (plus GST @18%) or part thereof beyond free lifting period as detailed above will be levied and up to 2 weeks maximum, provided written request is received before the expiry of the free lifting period.  
If no such request for extension is received, the sale shall stand cancelled and security deposit will be forfeited automatically without further reference to the buyer on completion of free lifting period.
- 8.12) **CONDUCT DURING DELIVERY:** Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, and labourers within PRINCIPAL premises. If any damage is caused to the company's property, the buyer is responsible to make good such damage to the satisfaction of PRINCIPAL, and the decision of PRINCIPAL in this regard shall be final and binding. The Bidders/ customers' workmen shall have to abide by the rules & regulation including safety & security regulation of the relevant statutory acts. Entry inside the works / stores should only be against Gate pass for the men and equipment for which purchaser will have to apply well in advance before lifting commences.
- 8.13) **ACCIDENTS :** PRINCIPAL/MSTC will not at any point of time be responsible for any injuries caused due to accident within the factory/premises or at the place of work salvage yard and the bidder will make proper arrangement for medical attention and treatment to his labour representative. The buyer will be solely responsible for any claim

arising out of the employment, injuries to labourers in the course of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves, tools, helmet, safety goggles, boots etc.) to the labourers who are engaged for handling of the goods.

- 9) In the event of any dispute in connection with this sale, the decision of PRINCIPAL / MSTC shall be final and binding on the parties to the E- Auction sale.
- 10) No interest will be paid to the purchaser on the amount paid or deposited and on the amount refundable, if any.
- 11) MSTC/ PRINCIPAL reserves the right to call all the eligible bidder(s) for revised bid along with requisite EMD for any lot.

## **12) ARBITRATION /JURISDICTION:**

12.1 ARBITRATION 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 e-Auction website. The contract shall in all respect be construed and operated as an Indian Contract and in accordance with the Indian Laws in force and subject to exclusive jurisdiction of Court of Delhi

### **12.2) Hazardous waste :**

As per the provision of hazardous waste (management, handling & transboundary movement) rules 2008 and its subsequent amendments, used/waste oil as well as battery, lead scrap, e-waste, etc shall only be sold to the registered recyclers & /or reprocessors under **MoEF (ministry of environment & forest)/CPCB (central pollution control board)**. Hence all these registered recyclers &/or re-processors under **MoEF/CPCB** and who has also registered and /or will be registering as 'buyer' at <http://www.mstcecommerce.com> shall be eligible for bidding. A notarized copy of registration certificate of **MoEF/CPCB** should be provided at the time of depositing payment.

## **13) NON-DELIVERY:**

- a) The quantities indicated against the lot are purely indicative. 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. The quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift entire material and clear the site after making the required payment at the discretion of PRINCIPAL. In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count. The material as offered has to be lifted by the buyer.
- 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.

- c) Re-sale will not be recognised and sale will be made out in the name of the actual purchasers only.
- d) 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/Principal or its representative may at his/her option arrange to "repairs/make good" such damage and the buyer shall pay the same on demand by MSTC/Stockholder.
- e) MSTC/Principal reserves the right to defer/reject the decision on the highest bid received for a particular item or items and communicate it subsequently.
- f) 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.
- g) 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.

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>

With the implementation of Goods & Service Tax (GST) w.e.f 01st July 2017 in India, VAT / Sales Tax will be discontinued and these taxes be subsumed in GST. GST will be payable on all goods (whether scrap or otherwise). Hence all Buyers having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate referring GST Registration Number needs to be submitted with MSTC for updating Buyer Registration details. MSTC/Seller will not be liable to issue any Sale Order / Delivery Order/ invoice etc wherever GST Registration Number is not submitted.

NOTE:.

The Helicopters are sold "as-is where is and no complaint basis" with all existing faults and without any express or implied warranties, except as explicitly stated in this document. The Buyer acknowledges that they have had the opportunity to inspect the Helicopters and their documentation to their satisfaction before the purchase.

### **C. INSTRUCTIONS TO BIDDERS:**

#### **- Steps to be taken by the Customer Online**

- 1) Please log on to MSTC's eAuction Website at [www.mstcecommerce.com](http://www.mstcecommerce.com) go to

- “SCRAP & OTHERS” click “New User”, and click on “Buyer”.
- 2) The General Terms & Conditions of eAuction and Buyer Specific Guidelines will be displayed on MSTC’s e Auction Website and the Customer will have to confirm his acceptance of the same. (Customers can download the Terms & Conditions for their record).
  - 3) Select the buyer type. Fill up the Buyer Registration Form by providing details of Buyer’s Firm. It is **compulsory for the Customer to fill up his e-mail address** while filling up the Buyer Registration Form online.
  - 4) Thereafter, the Customer will have to generate his own unique User ID & Password online. This will complete the online Registration Process, but the Password will not be activated till the Customer complies with the following steps under (B).

**[Customer may be required to submit originals/notarized copies of all the above documents for verification]**

**Buyers login will be activated within 2 working days after fulfilling all the above mentioned procedure.**