

Auction Details		
Auction No	MSTC/NRO/NATIONAL FERTILIZERS LIMITED/1/GOHANA ROAD/24-25/10966[441204]	
Opening Date & Time	10-07-2024::11:00:00	
Closing Date & Time	Scheduled Time <u>10-07-2024::15:30:00</u>	Closed At <u>10-07-2024::15:30:00</u>
Inspection From Date	08-06-2024	
Inspection Closing Date	09-07-2024	
EMD Type	Item Wise EMD	
Auto Extension(In minutes)	8	
Auction Status	Not Activated	

Seller Details	
Seller /Company Name	NATIONAL FERTILIZERS LIMITED
Location	GOHANA ROAD
Street	NFL GOHANA ROAD
City	PANIPAT-132106
Country	INDIA
Telephone	9041798230
Fax	
Email	vkmeena@nfl.co.in
Contact Person	Vinod Kumar Meena

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION	Pre bid EMD Amount	Bid Valid Till (DD-MM-YYYY)
Lot No. :1	SALE/DISPOSAL OF MES MAKE CPP BOILER ALONGWITH REDUNDANT SPARES OF NFL PANIPAT AS USABLE SURPLUS ITEM as per attached annexure on <i>as is where is & no complaint basis.</i>	1.0 LOT	As Applicable /18.0%	NFL GOHANA ROAD, PANIPAT-132106 State :Haryana	100000.00	06-01-2025
Lot Name :SALE/ DISPOSAL OF MES MAKE CPP BOILER WITH REDUNDANT SPARES as per Annexure	Pre-Bid EMD- Rs.1,00,000/- CLICK HERE FOR ANNEXURE. Contact-Sh. V K Meena-9041798230					

Total No of Lots = 1

SPECIAL TERMS & CONDITION

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, www.mstcindia.co.in

[CLICK HERE FOR SPECIFIC TERMS AND CONDITIONS of NFL](#) which shall supersede any other terms and conditions mentioned in STC

Auction Catalogue on the live floor on the day of bidding shall be final & binding upon the buyers. Bidders should ascertain that they are having all the requisite documents/licences/certificates/clearances, etc. for participation in the event. Any wrong bidding on account of the bidder due to non-availability of requisite documents/licences/certificates/clearances, etc. shall lead to forfeiture of their pre-bid EMD without any claims and consideration to them.

E-AUCTION CATALOGUE (INCLUDING TERMS AND LOT DESCRIPTIONS, ANNEXURE, PHOTOS, ETC.) AS AVAILABLE ON MSTC WEBSITE ON THE DATE OF E-AUCTION DURING LIVE E-AUCTION SHALL BE FINAL AND BINDING ON ALL THE BIDDERS & SELLERS.

All payments other than MSTC Service Charge have to be transferred through NEFT/RTGS directly to Seller's bank account as given below:

Beneficiary Name: National Fertilizers Limited

A/c No.: 675130100009001

IFS Code: BKID0006751

Bank Name: Bank of India

Branch: G.T. Road Branch, Panipat, Haryana

After forwarding the payment through NEFT/RTGS, the buyer is required to provide the UTR No.

immediately to NFL Panipat through e-mail, on the following mail id: vkmeena@nfl.co.in

Intimation may also to be sent to MSTC regarding the submission of payment through NEFT/RTGS to NFL Panipat on nroopn8@mstcindia.in

MSTC Service Charge has to be paid to MSTC NRO, Delhi using "e-Payment" Link in Buyer Login vide NEFT/RTGS/Netbanking only. Any payment made other than mode mentioned above shall be refunded to the Buyer & they shall have to resubmit payment as mentioned above. LPC applicable due to wrong payment mode shall be the sole responsibility of the Buyer.

No other mode of payment will be accepted. DD/PO SHALL NOT BE ACCEPTED.

Payment Terms (Which supersede other terms in the e-auction catalog):

- 1) The bidders shall submit Earnest Money Deposit (EMD) through NEFT/RTGS within 5 days of e-Auction/acceptance of STA bid by Seller for SOLD lot. Upon issue of the sale order the EMD will be converted into Security deposit and shall be adjusted in the final payment. In case of non-fulfilment of the contractual obligation, the security deposit will be liable to be forfeited by Seller/MSTC.
- 2) In case EMD has not been submitted within 5 days, the buyer has the option to submit full payment for the sold lots within 15 days (i.e. 5 days for EMD and 10 days for balance payment) counted as mentioned from the close of e-a or STA approval date. In case only EMD payment is received after 5 days but before 15 days, Sale Order shall not be issued and the amount shall be withheld with MSTC till 15 days pending receipt of balance payment. In case balance payment is not received within the stipulated payment period, the EMD amount shall be refunded to the buyer and the buyers login will remain deactivated for a further period of 3-6 months as per rule.
- 3) Pre-Bid EMD amount shall be converted automatically to SD after issuance of AL/Sale Order in case it is greater than or equal to the EMD amount. In case no balance EMD is received within 5 days AL would not be issued. Payment can be received within 15 days counted as above; failing which MSTC shall not accept the payment with or without penalty and such amount received after 15 days shall be refunded to the buyer. The buyers Login shall remain deactivated for minimum period of 3-6 months and reactivation procedure shall be as per GTC / BSTC. In case of lots with Pre-Bid EMD, the Pre-Bid EMD shall be forwarded to the seller for forfeiture and the buyers login shall remain deactivated till confirmation of forfeiture by the Seller.
- 4) LATE PAYMENT PENALTY (ONLY FOR LOTS WHERE SALE ORDER HAS BEEN ISSUED): If the

payment is not made within the free payment period mentioned in the Acceptance Letter/Sale Order, the payment may be accepted upto a period of 2 (two) weeks from the due date of payment, on payment of late payment penalty @ 1% per week (Plus 18% GST) on the total sale value. Acceptance of payment beyond the late payment period of two weeks shall be at the sole discretion of Seller

The buyers have to make payment by RTGS/NEFT/ePayment from their own account only. No third party payment shall be accepted.

NOTE FOR E-PAYMENT: The system of acceptance of e-Payment made by buyer to MSTC NRO, New Delhi shall henceforth be completely system based and automatic. As such buyers are requested to generate separate e-Payment challans for each transaction using the "e-Payment" link provided in their buyer login and make payment only by NEFT/RTGS using particular challan details. In case of any mismatch in payment transaction and challan generated the buyer's payment may not be accepted/authorized by the system. Any delay/penalty imposed due to non-acceptance of e-Payment made by the buyer using old/used/wrong challan, shall solely be the liability of the buyer and MSTC/Seller shall not be responsible for the same. Please refer e-Payment Guide for proper procedure of making payment.

[Click here for e-Payment Guide](#)

1.0) IMPORTANT TERMS:

1.1) Payment Of Post-Bid EMD/SD: Within 5 (Five) days from the date of closing of e-Auction by the highest Bidder whose bid is accepted and within 5 days from the date of acceptance of the Lot(s) by the seller in case of Lot(s) under STA, Non-payment will result in automatic deactivation of Bidder's Password.

1.2) Payment of balance Sale Value with Duties & Taxes: Within 10 (Ten) days from the date of issue of Acceptance Letter/ Sale Order by MSTC (after receipt of Post-Bid EMD/SD from the Bidder).

1.3) e-Auction 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 e-Auction and payment of Post-Bid EMD/SD must be made accordingly.

1.4) e-mail 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.

2.0) CONTACT PERSON OF SELLER / STOCK-HOLDER:

Shri S K Sheoran and Shri Gaurav Karade, Representative of M/s NFL Panipat having address at NFL Gohana Road, Panipat - 132106, Haryana, Ph.: +91-7009983894, +91-7747000127 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: Shri Manoj Pandey, Deputy Manager, Ph.: 011-23220388, 23212357, 23215163, 23217850 Ext.) e-mail: nroopn8@mstcindia.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 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.

3.2) 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 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 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 e-Auction 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 e-Auction Catalogue downloaded from the Website. INSPECTION WILL BE Between 11:00 AM to 03:00 PM on all working days except SUNDAYS & HOLIDAYS . Inspection, limited to visual checking only will be allowed with prior appointment from the PRINCIPAL. Any clarification required might 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 180 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, 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 e-Auction, 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 e-Auction by seeing and downloading the 'Auction Lot Status' from the Website immediately after Closing of e-Auction which will be displayed upto 7 (Seven) days from the date of Closing of e-Auction (excluding the date of closing of e-Auction). 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 e-Auction (excluding the date of closing). Although immediately after closing of e-Auction, 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 e-Auction 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 Clause 1.1 above counted from the date of Closing of e-Auction (excluding the date of closing and irrespective of the date of issue of Sale Intimation Letter) as follows: -

(a) Post-Bid EMD/SD will be @ 10% of the net sale Value quoted (excluding taxes & duties).

7.2) Post-Bid EMD/SD is to be transferred by way of RTGS/NEFT to Seller. 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 3-6 (three-six) months from participating in all e-Auctions and disposal sales by MSTC.

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) 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 NRO, Delhi or any office of MSTC for issuance of the Delivery Order.

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 (plus GST) or part thereof calculated on the Full 100% Sale Value for a maximum period of 2 weeks 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 along with a self-certified/Notarised Photocopy of his Photo ID Card. The successful bidders shall lift all allotted material lying in the lot allotted to them by employing their own labour and transport at their own cost within 240 days from the Sale Release Order of NFL which may be further extended by 3 months as per NFL terms. 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 e-Auction 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 the material by the buyer(s) within the time limits, of the e-Auction, the un-lifted material may be lifted within 6 weeks from the due date, subject to payment of ground rent for the period of delay beyond the specified due date. Ground rent will be payable @ 2.50% per week (plus GST) or part thereof on the value of the un-lifted quantity and such charges will be deposited by the buyer before the material / items are lifted. 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 the SD paid by the Bidder / Buyer will be automatically forfeited. ANY FURTHER ACTION AS DEEMED FIT BY THE PRINCIPAL MAY ALSO BE TAKEN.

12.0) STATUTORY PAYMENTS:

The rate of GST/Income Tax 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.

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:

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 GST 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 GST will be charged accordingly and a Remark will be put on the Delivery Order stipulating that 'Sale is for Scrapping & without RTO Documents.

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.

(c) Vehicles are being sold on as is where is basis: it is the responsibility of the bidder to ascertain the present condition of the vehicles in all respects. The successful bidder shall make necessary arrangements for obtaining necessary clearances from the concerned RTO authorities regarding name transfer / obtaining clearance certificate / registration cancellation etc by paying necessary charges /taxes /insurances etc. if any (present or previous) to the concerned authorities. The prices quoted by the bidder for the vehicles shall be exclusive of any such charges/taxes/insurances etc. If any, which shall be payable by the successful bidder to the concerned authorities i.e. RTO/insurance agencies etc.

15.0) 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.

16.0) 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.

17.0) All arrangements for removal, loading and transportation of sold material have to be made by the buyer himself. Bidder will be allowed to cut heavy pieces, to facilitate the loading in their vehicle and cutting will be allowed with DA/Oxygen Gas only. Cutting with LPG (Commercial) will not be allowed. NFL does not take any responsibility for providing the above gases for cutting or any other consumable to the buyer for dismantling job. NFL may provide Crane on request of the party on chargeable basis at NFL rates, subject to availability and the charges shall be deposited in advance.

18.0) FORCE MAJEURE:- Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence thereof this effect.

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 e-Auction website.