

## **SPECIAL TERMS & CONDITION**

### **PRE-BID EARNEST MONEY DEPOSIT (PEMD):**

The PRE-BID EMD amount needs to be paid by the participating buyers through MSTC's e-commerce portal through below mentioned link provided in the buyer account, within Office hour, at least one day before the date of e-auction:

Bidders after successful login will get three new links at their homepage as

[Pay Pre Bid EMD](#) [EMD Refund Request](#) [EMD Ledger](#)

Pre Bid EMD must be paid by the bidder (NEFT/RTGS) through this first link only ([Pay Pre Bid EMD](#)) otherwise the automation will not work. This payment will be credited to a specific HO PNB account only and as per successful bidding, equivalent amount will be forwarded to respective Region/Branch on the next working day. Refund to bidder as per their online request will also be processed from HO on the next working day. This pre-bid EMD cannot be used for any other purpose.

The Pre-Bid EMD amount needs to be paid by the participating buyers through MSTC's e-commerce portal [through Pay Pre-Bid EMD](#) link provided in the buyer login page only and no other payment mode will be entertained, provided in the buyer account, within Office hour, at least one day before the date of e-auction.

The buyer should check the [EMD Ledger](#) link after making the payment and the same amount should be reflected in this link. The unsuccessful buyer, can raise their refund request in [EMD Refund Request](#)

**THE TERMS & CONDITIONS INCLUDING THE LIST OF MATERIALS APPEARING ON THE DATE OF E-AUCTION AND UNDER VIEW LIVE AUCTION IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS.**

**“THE ITEM/MATERIAL AND THEIR RESPECTIVE IS IN "AS IS WHERE IS BASIS" AND WITH "NO COMPLAINT BASIS" DURING BOTH THE INSPECTION AND DISPOSAL PERIOD. THE LOTS WILL BE DISPOSED OFF IN "AS IS WHERE IS BASIS" AND WITH "NO COMPLAINT BASIS". THE BIDDER HAS TO SEEK CLARIFICATION, IF ANY, DURING THE INSPECTION.**

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](http://www.mstcindia.co.in)

**THIS E-AUCTION 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.**

[CLICK FOR GTC](#) [CLICK FOR BSTC](#)

**NOTES:**

VIHICALE WILL BE DISPOSED ON "AS IS WHERE IS BASIS AND NO COMPLAINTS OR CLAIMS SHALL BE RAISED AGAINST NMPA FOR COMPENSATION OR ANY OTHER RELIEF REGARDING PARTICULARS OR QUANTITIES ETC., FOUND SHORT OR SUBSEQUENTLY FOUND TO DIFFER FROM ACTUALLY KEPT ON SPOT.

All the payments [EMD, balance material value along with GST, TCS and other tax and duties] shall be directly remitted to SELLER as per the details given below.

**"THE FA & CAO, NEW MANGALORE PORT TRUST, PANAMBUR".**

**1) Name of the Bank: State Bank of India, Panambur, Mangalore - 575 010.**

**2) Bank A/C No. 00000010205649448**

**3) IFSC Code: SBIN0002249**

**Contact Nos.0824-2407721, 2887727**

After the payment, details like UTR No. Date & amount should be e-mailed to [basavaraj.koulagi@nmpt.gov.in](mailto:basavaraj.koulagi@nmpt.gov.in), [shrihari.sdeshpande@nmpt.gov.in](mailto:shrihari.sdeshpande@nmpt.gov.in), [skkhan@mstcindia.co.in](mailto:skkhan@mstcindia.co.in) for issuance of Sale Order/Acceptance Letter and Delivery Order by MSTC".

1. NEW MANGALORE PORT AUTHORITY, Office of the CHIEF MECHANICAL ENGINEER, Panambur, NEW MANGALORE, the Owner/Seller, will be hereinafter referred to as NMPA and MSTC Ltd., the Selling Agent of NMPA will be hereinafter referred to as MSTC. Wherever the word Buyer, Purchaser, Successful Bidder is indicated, it will be referred to as Successful Bidder.

2. **VALIDITY OF BIDS:** All bids will be valid for acceptance by MSTC for a period of 60 (SIXTY) days from the date of closing of e-Auction (excluding the date of closing of e-Auctions). In case the 60<sup>th</sup> day falls on a holiday or remains closed for MSTC, such bids will be deemed to be automatically extended to be valid up to the next working day of MSTC.

3. **INSPECTION:** The intending bidder or his authorized representative may inspect the materials as per the schedule mentioned above, between 10.00 A.M. to 01:00 P.M. and 02:00 P.M. to 04:30 P.M.

on any office working days (Except Saturday, Sundays and other general holidays) at the location specified with the prior permission from the Mechanical Engineering Division, NMPA. Necessary entry passes at free of cost will be issued from Mobile Crane Division against application received along with passport size photo of visiting persons & MSTC card. The detailed description of Lot including list of spare parts, if any, are available at site.

**CONTACT PERSONS FOR INSPECTION: NMPA OFFICIALS AS MENTIONED IN THE LOT DESCRIPTION.**

4. The description/quality indicated are approximate and furnished to enable bidders to quote their rates. Bidders are advised to quote their rates only after inspection of items at site but neither the sale could be invalidated nor the bidder can make any claim/compensation whatsoever on account of any defect in description, deficiency in the quantity and quality. Notwithstanding anything contained in the e-Auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale is on AS IS WHERE IS basis only. NMPA/MSTC, do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of CAVEAT EMPTOR (let the buyer be aware) will apply.

5. Conditional offers will not be accepted /entertained.

6. Goods/Equipment will be sold on AS IS WHERE IS condition and the whole items shall be taken delivery from the site by the successful bidders with its faults, errors in description if any.

7. The items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer. NMPA/MSTC will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lot as put up for sale, subject to change by nature's wear and tear, will be affected by the company. No complaint regarding quality or mis-description for the materials sold will be entertained once the bid has been accepted.

8. **GST:** GST as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this e-Auction shall be payable by the successful bidders directly to NMPA at the time of taking delivery of materials. The present rate of GST applicable is indicated in this e-Auction list. **Central Sales Tax against C form is not applicable & C Form will not be accepted.** 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. Non-payment 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.

**9. INCOME TAX: INCOME TAX APPLICABLE @ 1.0% ON THE TOTAL SALE VALUE OF SCRAP (TOTAL SALE VALUE=MATERIAL VALUE+ GST + ANY OTHER LEVY, IF ANY) UNDER SECTION 206C OF INCOME TAX ACT 1961. THE SAID TAX WILL HAVE TO BE BORNE BY THE BUYER.**

**10. EARNEST MONEY DEPOSIT (EMD):** It is the responsibility of the Bidders to check the status of their bids after the closing of the e-auction and pay the EMD amount within 7 (Seven) calendar days from the date of closing of e-auction (excluding the date of closing of e-Auction) for sold/Accepted Lots. And within 7 (Seven) calendar days from the date of confirmation of bid for STA lot. The bidder has to deposit EMD equivalent to 25% of Material value by e-payment, failing which the Login of the party will be deactivated in addition to other actions as deemed fit and the offer will stand withdrawn (In case of STA lot 25% of the material value to be paid after confirmation of the STA lot within 7 days).

**Balance payment to be made within 15 days from the date of Sale Order/Acceptance Letter issued by the MSTC. If bidder not made EMD payment within 7 days, total payment to be made within 21 days.** If bidder failed to make payment within 21 days, In case of delay, late payment charge @ 1% per week or part thereof will be charged up to 2 (TWO) weeks only and thereafter the EMD will stand forfeited without any notice.

**11. ISSUANCE OF Acceptance Letter/Sale Order:** On receipt of EMD at any offices of MSTC under intimation to MSTC,Bangalore,an Acceptance Letter/Sale Order will be issued by MSTC for sold lot.

**12. PAYMENT: i)** In case of sold/accepted and in case of lot taken on STA basis the balance payment has to be made within 15 (Fifteen) calendar days from the date of Acceptance Letter/Sale Order (excluding the date of issue of Acceptance Letter/Sale Order).

**ii)** The balance amount (after deducting the EMD) plus applicable GST /TCS/duties, INCOME TAX and other charges if any must be paid in favour of The New Mangalore Port AUTHORITY. ITTDS payment to be made in favour of MSTC, Bangalore.

**iii)** In case, the last day of payment happens to be Closed Holiday for MSTC or Banking Institutions,

the next working day will be taken as the day of payment without late payment charges. The decision of MSTC/NMPA with regards to acceptance/rejection of Bank holiday claim of Bidder shall be final and binding. In addition to the above any delay in payment of balance amount beyond the stipulated time in the e-auction catalogue the rejection/acceptance of payment/forfeiture of full amount already made will be at the discretion of the NMPA and the decision is final.

**Any statutory variations of rate of Taxes/Duties are to be borne by the purchaser.**

**Note:** ALL THE PAYMENTS TO BE SUBMITTED TO NMPAPANAMBUR.

**13. DELIVERY TERMS:** (a) The Delivery order will be issued after receipt of the above mentioned payments. Delivery has to be taken within 60 (sixty) calendar days from the date of Delivery Order issued against the confirmed lot (excluding the date of issue of Delivery Order) and the same includes the time period required for realization of the DD/POs. The delivery of material will be given after realization of the DD/PO/BCs. In case of delay in taking delivery penalty will be levied @ **1% of material value** per week or part thereof will be charged up to **2 (Two) weeks** only and thereafter the EMD will stand forfeited without any notice. However further extension of the delivery period may be given, as a special case, at the discretion of the Competent Authority, NMPT, with **or** without additional ground rent. If the last date of delivery falls on a closed holiday of NMPA, then the next date of delivery will be the immediate next working day of NMPA. Materials sold but not removed within the specified date, will become the property of NMPA and it will have the right to dispose of such goods in any manner as they deem fit without any notice.

b) After completion of above formalities, the intimation will be given to the successful bidder through M/s. MSTC by E mail. The actual number of days taken for the above formalities is excluded from the delivery period of 60 days as mentioned at ST&C 13(a) above. In addition to the Delivery Terms mentioned at ST&C 13(a) above, it is to inform that after issue of Delivery Order to the successful bidder for the above lot by M/s. MSTC.

**14.** No delivery of materials will be given on Sundays and closed holidays observed by NMPT. Materials will be delivered between 10.00 hrs and 16.00 hrs on any working day. The **purchaser should intimate in writing two days in advance** as to when vehicle will come for taking out the materials. The material will be delivered only to the successful bidder **or** their authorized representatives against presentation of Buyer Identity Card issued by MSTC. If the successful bidder desires to authorize a representative **or** an agent for delivery, in such case the successful bidder **or** his authorized representative shall produce suitable Power of Attorney **or** authorization letter the lot separately duly attested by a Notary Public authorizing his representative or agent to lift the materials from NMPA.

**15.** Any welding/cutting work within the Port premises during dismantling work shall be stopped for at any time. Such welding/cutting works can be arranged only with the prior permission from Fire & Assistant Safety Officer / NEW MANGALORE PORT AUTHORITY.

**16. SALE OF ITEM/LOT COMPRISING VEHICLE:**

**a)** In case of sale involving inter-State movement of vehicle, the Buyer shall also submit a No objection Certificate (NOC) from the concerned State with whom the Buyer is registered and also from RTO to the NMPA before taking delivery, failing which the Buyer will be responsible for all the consequences and the NMPA shall take further decision as may be deemed fit by them.

**b)** NMPA reserves its right to demand copy of any other document/Licence/ Certificate issued by any RTO/Govt. Authority in favour of the Bidder, if required under any Statutory or State/Central Government Act/Law/Order/Rules, etc.

**c)** The successful bidder is responsible for transferring vehicle in their name from the existing name of NMPA and should furnish relevant records issued by the RTO for the above purpose.

**17.** Regarding delivery of the vehicle the successful bidder shall take away the vehicle after getting necessary clearance from competent Authorities i.e. RTO & others. without resorting to any breaking/repairing activities.

**18.** NMPA/MSTC reserves the right to accept / reject and cancel any bid at any stage under this e-Auction sale after acceptance of bid / issue of sale order / deposit of full sale value by the bidder, without assigning any reason thereof and the value of such material if paid for shall be refundable. NMPA / MSTC shall not be responsible for any damages / loss whatsoever to bidders on account of such withdrawal, at any stage from the e-Auction sale.

**19.** NMPA/MSTC will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes or other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.

**20. CONDUCT DURING DELIVERY:** Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, and labourers within NMPA premises. If any damage is caused to the company's property, the buyer is responsible to make good such damage to the satisfaction of NMPA and the decision of NMPA in this regard shall be final and binding.

**21. ACCIDENTS ETC. TO BUYERS LABOURER:** NMPA/MSTC will not at any point of time be responsible for any injuries caused due to accident within the NMPA 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 employment under any statute. It is the responsibility of the buyer to labourers who are engaged for handling of the vehicle.

**22. BLACKLISTING:** If it is found that the bidder is not following the terms and conditions of payment/delivery **or** other conditions of the e-Auction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidder are liable to be blacklisted and appropriate action will be taken as deem fit by NMPA/ MSTC. If bid is accepted, but bidder/firm/buyer has to fail for making all the payments within stipulated period, in such cases the bidder/firm/**buyer are liable to be blacklisted from further NMPA auctions for a period of two years from the date of e-auction.**

**23.** In the event of any dispute in connection with this sale, the decision of NMPA / MSTC shall be final and binding on the parties to the e-Auction sale. Further any such dispute, doubts or differences of opinion arising at the time of Payment or Delivery, bidder shall agree and abide by the decision of NMPA/MSTC.

**24.** No interest will be paid to the purchaser on the amount paid **or** deposited by him and on the amount refundable to him, if any.

**25.** In the event of any disputes or differences in connection with the contract, the decision of the Chief Mechanical Engineer, NMPA shall be final and binding on all parties. All disputes arising out of this e-Auction will be settled as per the Indian Law in the Court Jurisdiction of MANGALORE only.

**26.** The terms and conditions are supplementary to the remedy available under the law.

**27.** Any auctioned materials shall not be sold or parted with to any of the employees of NMPA/MSTC.

**28.** The buyer should ensure that Sales/Customs/RTO and all other statutory formalities as required are complied with where ever necessary and expenses including tax/insurance charges etc. should be borne by buyer.