

## **Additional Terms**

### **SPECIAL NOTES FOR COAL:**

1. The cargo is stacked in plot no 26 & 28 of Ex. MDL yard measuring a total area of 7830 Sq Mts.

2. The cargo kept in the yard contain coal ash, soil matters, impurities of other cargo deposited due to wind, rain and vegetation matter and coal burning inside the stack. The chemical analysis/Test report of the coal is attached in description.

2.1 The goods mentioned herein having been remaining uncleared/unclaimed for more than two months, the custodian New Mangalore Port Trust (hereinafter referred to as NMPA) intends to sell the same under the provisions of Section 61 & 62 of the Major Port Trusts Act 1963 as well as Section 48 and Section 150 of the Customs Act, 1962.

2.2 Subject to the reserve price being reached and on the terms & conditions hereunder sale of uncleared/unclaimed cargo shall be made to the highest auction bidder on "as is where is " and "no complaints" basis for both Lots.

2.4 Permits for entry into docks and Jetties for inspection of the Lot No.37 and can be had from DC office. NMPA Panambur, respectively on production of Sale Catalogue downloaded from MSTC website. [www.mstcindia.com](http://www.mstcindia.com)., photocopy of ID card issued by MSTC and photocopy of Adhar/Voter ID card.

2.5 For entry into Docks on Saturdays & Sundays at NMPA, intimation has given in advance to O/o Sr. Dy. TM NMPA, Panabmur - 575010.

2.6 In terms of Dock Workers' (Safety, Health and Welfare) Regulations, 1990, no person shall be allowed to enter into the Docks/Jetties, Railway Yards, storage spaces or any other operational area unless equipped with a Protective helmet and other PPEs.

### **4.0 Caveat Emptor:**

4.1 The bidders should inspect lots before bidding. The lots will be sold on 'AS IS WHERE IS' and 'NO COMPLAINTS' basis. The quantity, quality, measurement, number, weight and condition of the materials indicated are all approximate. The whole of the lot/ lots shall be taken from the site of accumulation with all faults and errors in description and no selection or sorting whatsoever of the goods will be allowed. 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 respects 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. No sale shall be invalidated by reasons of any defect or fault in any of the lots or on account of any lot being incorrectly described and no compensation shall be paid in respect of any such faults or errors in description.

4.2 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 NMPA/MSTC and/or the Authorities after the bid is opened/accepted.

4.3 NMPA/MSTC does not give any warrantee or guarantee for the quality, chemical composition of each individual items in the lot or about the end use or fitness for a particular purpose.

7.2 Sale would be deemed to have been concluded at the dock gates at NMPA.

7.3 The rate quoted by the bidder in the price bid is exclusive of applicable GST, TCS ITTDS and Cess, the same will be extra as per actual. But the quoted rate should be inclusive of customs duty.

#### 8.0 DELIVERY SCHEDULE

8.1 Delivery schedule of sold lots will be informed by NMPA to the buyers over e-mail.

8.2 The buyer shall lift the entire Lot of COAL free of demurrage within 60 days from the date of receipt of out of charge from Customs.

8.3 DEMURRAGE for Coal-In case of any default in lifting the entire coal lot by the buyer (s) within the time limit specified herein above, the outstanding materials may be lifted thereafter on payment of prevailing Licence fee for the occupied area mentioned in location i.e. plot no.26 & 28 of Ex-MDL yard measuring 7830 Sq.Mtrs. as per NMPA Scale of Rates within 60(Sixty) calendar days only. Further, on expiry of delivery period, buyer shall pay license fees for the occupied area before further delivery of material.

#### 9.0 FORFEITURE OF EMD/SALE VALUE

9.1 In case the whole or any part of the goods sold remain un-cleared, even after the authorized period stated in the delivery schedule, the purchaser shall have no claim whatsoever on the goods remaining un-cleared and the amount paid towards Sale price shall stand forfeited at the expiry of the said period. NMPA shall have the right to dispose of such goods in any manner it likes. The purchaser will have no right whatsoever to any compensation.

9.2 In case of non-submission of balance material value even under 6.3 above, the EMD shall be forfeited without further notice and the defaulting bidder will be deregistered and deactivated.

#### 10.0 DELIVERY OF THE MATERIALS

10.1 For delivery, buyers must report to the TM/ Sr. DTM, NMPA for Lot No. 37 and produce the delivery order issued by MSTC. The buyer should submit a copy of photo ID Card issued by MSTC and detailed particulars such as PAN, GST Regn. No., Contact Telephone No. and Bank a/c. particulars i.e. Name of Bank with code No., Name of the Branch, Type of Account & A/c. No., MICR Code etc. if not furnished earlier, to the NMPA for record. Incidentally, refund of earnest Money or excess sale price, where applicable, will be made by NMPA through ECS for which bank account particulars are essential.

10.2 Should the original buyer wishes to take delivery of the goods through a representative, he must

authorize the latter by a letter of authority duly attesting the signature of the representative and this must be presented to the TM/ Sr. DTM. Delivery by proxy will be at the purchaser's own responsibility and risk and no claim shall lie against NMPA on any account whatsoever, in the event of wrong person taking delivery. Re-sale or transfer of a lot to a third party shall not be recognized. Delivery order will be made out in the name of the original buyer only.

10.3 Rate quoted by the bidder shall be on cum-duty basis (inclusive of customs duty) and duty will be back calculated from the bid amount. As assessed from the customs the applicable customs duty is as follows:

i Basic Customs Duty @1%

ii Social Welfare Sub-Charge @10%

iii Customs and Agriculture and Infrastructure and Developments Cess @1.5%

10.4 On remittance of quoted amount by the successful bidder, NMPA being custodian of cargo will initiate action to complete customs formalities, which include filing of bill of entry for assessment of custom duty etc. as per customs circular no: 49/2018/customs dated 03.12.2018 (see annexure).

Approximately 15 days will be required to complete customs formality and to get the lot 'out of charge' from customs. (Time period mentioned for custom clearance is only indicative) delivery period of 60 days mentioned in clause 8.2 commence from date of receipt of "out of charge" by the successful bidder.

10.5 Permits for both persons and vehicles can be had from the NMP- Traffic Dept/ Marine Dept. on payment of scheduled charges for entry into docks and Jetties for inspection of lots prior to bidding and for delivery of sold lots.

10.6 Gate delivery charge as per NMPA Scale of Rates will be levied on all sold lots at the time of delivery. Where NMPA labour/appliances are utilized for lifting the goods at the time of delivery, loading charge in addition to Gate delivery charges will be levied as per NMPA Scale of Rates.

10.7 Purchasers will make their own arrangements for the clearance of sold lots. Availability of the NMPA mobile equipments for lifting the goods is not guaranteed.

10.8 For Coal lot, bid should be given per MT, i.e. on Actual weight basis and total quantity will be ascertained after weighment at the time of delivery.

10.9 For lots sold on "weight basis" if the actual weight of the goods in the lot available for delivery is found to be more than the estimated weight, the buyer shall have to take delivery of the same and pay the balance sale price, to be calculated at the rate of accepted offer for the weight found in excess, at the nominated point before taking delivery of the same. If, however, the actual weight of the goods under the lot available for delivery is found less than the estimated weight, proportionate refund to be calculated at the rate of the accepted offer for the weight found less, will be given to the buyer.

10.10 In case of "weight basis" sale, if the buyer wishes to receive the weighment certificate, he shall have to pay necessary charges as per NMPA Scale of Rates to obtain the same.

10.11 For lots sold on weight basis, weighment will be normally done at NMPA Weighbridge on all working days during the General Shift. However, in case of non-availability of NMPA weighbridge, weighment may be done at a customs approved private weighbridge near the vicinity of docks and the cost for weighment as well as the charges for deployment of NMPA personnel to escort the cargo will have to be borne by the buyer. Weighment and/or delivery beyond the General Shift may be permitted in deserving cases on prior application, subject to availability of manpower and/or equipment.

10.12 In case of lots sold on 'weight basis' the buyers must take delivery of the entire material sold on 'as is where is' basis. Lifting of the material on 'pick and choose' basis leaving a part of the lot will not be allowed under any circumstances. No refund of sale price will be allowed if the entire lot is not cleared.

#### 11.0 WITHDRAWAL/CANCELLATION OF SALE OF LOTS.

11.1 NMPA/ MSTC has the sole authority to accept or reject any offer without assigning any reason whatsoever.

11.2 Any lot or part thereof may be withdrawn from sale at any time without assigning any reason whatsoever.

11.3 NMPA/MSTC may, without assigning any reason or under custom's advice at any stage including the stage as in 10.3, and/or the advice of the Trustees, cancel the sale of a lot. In such cases, the amount deposited by the respective purchaser will be refunded without interest and such purchaser will, not be entitled to any compensation whatsoever.

11.4 The buyer should ensure that Sales/Customs 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.

11.5 All quantities either by weight or measurement as mentioned in the e-Auction sale catalogue are approximate. The payment must be made as per actual counter weight. If the delivery of actual quantity in any lot exceeds the quantity indicated in the e-Auction sale catalogue, the actual delivery quantity shall be restricted to the declared quantity in the catalogue including the tolerance limits as specified above. If the quantity in a lot on actual weighment or count is less than the announced quantity as indicated in the e-Auction material list, NMPA will not make good the deficiency under any circumstances. The purchaser thereof will be entitled to obtain a refund for the undelivered quantity at accepted rates. No interest will be paid on the amount of short delivered quantity.

#### 12. NOTE

a. If the successful highest Bidder (Confirmed or Provisional/Subject to approval) fails to pay the EMD/Security Deposit with applicable GST in time, from the date of confirmation of bid, then he shall be DEBARRED for a minimum period of 3 (three) months from participating in all e-Auctions and disposal sales by MSTC on behalf of this principal.

b. 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.

c. MSTC may take any other action as deemed fit by the PRINCIPAL or MSTC.

d. In case of any dispute, or difference over the interpretation of working of these conditions, the decision of the Chairperson NMPA shall be final and binding on all concerned.

e. The buyers shall be liable for any damage to NMPA properties or injury to NMPA personnel caused by their men or lorry, in course of their work and shall keep the NMPA indemnified against all losses or damage and bear expenses or consequences arising thereof.

g. NMPT's GST No. 29AAALN0057A2ZG ; PAN: AAALN0057A ; TAN: CALC00804G.

h. The bidders may get in touch with the Shipping & Cargo Handling Division at O/o Sr. Dy. Traffic Manager, New Mangalore Port Authority, Panambur-575010, Telephone (0824) 2887275/ O/o ATM Gr. I, Telephone (0824) 2887780, E-mail: [trafficmanager@nmpt.gov.in](mailto:trafficmanager@nmpt.gov.in)/[rakshith.k.a@nmpt.gov.in](mailto:rakshith.k.a@nmpt.gov.in) regarding any clarification about the sale conditions or any specific lot.