

PART A

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 - 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 the 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 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 ITEMS/MATERIALS AND THEIR RESPECTIVE QUANTITIES ARE 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.

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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: LOTS 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.

EM(SD), 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 AUTHORITY, PANAMBUR".

- 1) **Name of the Bank:** State Bank of India, Panambur, Mangalore - 575 010.
- 2) **Bank A/C No.** 00000010205649448 and **IFSC Code:** SBIN0002249

After the payment, details like UTR No. Date & amount should be e-mailed to prakash.gowda@nmpt.gov.in, sringeswara.ns@nmpt.gov.in, smaity@mstcindia.co.in, blroptn9@mstcindia.co.in for issuance of sale order/Acceptance Letter /Delivery Order by MSTC". Contact Nos NMPA. 0824- 2887727 for confirmation of payments.

PART B

1. NEW MANGALORE PORT AUTHORITY the 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 words 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 60th 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: Opening and closing dates of inspection is given in auction details. The intending bidder or his authorized representative may inspect the materials as per the said schedule 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 Traffic department (Commercial section), NMPA. Necessary entry passes at free of cost will

be arranged by Traffic department (commercial section) against application received along with passport size photo of visiting persons & Aadhaar card. The detailed description of all Lots including list of spare parts, if any, are available at site.

CONTACT PERSONS FOR INSPECTION & ISSUING PASS: 1.Sri. Rakesh, ATI, Mob. No.9886326633, 0824-2887280.2.Sri. Rakshit, ATM Gr.I, Tel: 0824-2887280, Mob. No.: 9844838593

.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. The sale could be neither 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.

4. Conditional offers will not be accepted /entertained.

5. Goods/Equipment/item 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. Clearance from Plant quarantine department in order to ensure fitness for consumption/usage.

6. 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 lots as put up for sale, subject to change by nature's wear and tear will be affected by the buyer. No complaint regarding quality or miss-description for the materials sold will be entertained once the bid has been accepted.

7. 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 the "Auction details".

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.

8. 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.

9. EARNEST MONEY DEPOSIT (EMD): (i) 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(SD) 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. For STA lot, EMD has to be paid within 7 (Seven) calendar days from the date of confirmation/approval of bid (sale intimation).

(i). The bidder has to deposit EMD equivalent to 25% of Material value within 7(seven) days by e-payment to the NMPA, failing which the Login of the buyer will be deactivated in addition to other actions as deemed fit. In case of STA lot 25% of the material value to be paid within 7 days after confirmation of the STA lots. Balance payment to be made within 15 days from the date of sale order/Acceptance Letter issued by the MSTC (Refer clause no.11 &12).

(ii) If bidder does not made EMD payment within 7 days, total payment (100%, including GST, TCS, etc) has to be made within 21 days. In such case login ID of the buyer will be activated after receipt of total/100% payment (Including GST, TCS etc.). If the buyer fails to make 100% payment within this period the **Pre-Bid EMD/EMD will stand forfeited without any notice** and the firm will be debarred/deactivated in addition to other actions as deemed fit

11. ISSUANCE OF Acceptance Letter/Sale Order: On receipt of EMD, an Acceptance Letter/Sale Order will be issued by MSTC for sold lot.

12. PAYMENT: i) On receipt of Acceptance Letter/Sale Order, balance payment has to be made within 15 (Fifteen) calendar days from the date of issue of Acceptance Letter/Sale Order (Excluding the date of issue).

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, Bengaluru.

Bid amount is exclusive of PQ clearance charges for wooden lot & this is to borne by the successful bidder.

iii) If the bidder does not make balance payment within 15 days as stated in 12(i), then late payment charges @ 1% per week or part thereof up to a maximum of 02 weeks will be levied on total material value. If the bidder fails to make payment within this period then EMD/SD will be forfeited without notice and the firm will be debarred/deactivated in addition to other actions as deemed fit.

iv) 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. 5 The decision of MSTC/NMPA with regards to acceptance/rejection of Bank holiday claim of Bidder shall be final and binding.

v) 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 buyer.

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) 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 payments. In case of delay in taking delivery penalty will be levied @ 1% on material value per week or part thereof will be charged up to 2 (Two) weeks only and thereafter relevant payments paid by the buyer 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 NMPA, with or without additional ground rent. If the last date of delivery falls on a closed holiday of NMPA, immediate next working day of NMPA shall be taken as last date of delivery. 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. **The materials which are sold on lot basis on as is where is condition and hence the materials will be issued without weighment.**

(b) 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 bidders for the above lots by M/s. MSTC. **The bidder shall obtain Plant and quarantine (PQ) clearance at his cost. After submission of PQ clearance by the eligible bidder, Traffic Department will initiate necessary action for filing Auction Bill of Entry.**

The Auction Bill of Entry needs to be filed in the customs for assessment and payment of Custom Duty and obtain "Out of Charge" before the delivery of the cargo to the successful bidder.

Filing auction bill of entry with the payment of Customs duty and custom duty is to be included in the bid amount. The bidding shall be on cum-duty price and duty shall be back calculated from the sale price and taxes etc. will however to be charged/recovered extra from the buyer or successful bidder, which may take about 30 days approximately. The period of 30 days mentioned for the above formalities is only approximate and NMPA is no way responsible if there is any delay beyond the specified period. However, after completion of above formalities, the intimation will be given to the successful bidder through NMPA 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.**

14. No delivery of material will be given on Saturdays, Sundays and closed holidays observed by NMPA. 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 separately duly attested by a Notary.

15. Any welding/cutting work within the Port premises during dismantling work shall be arranged only with the prior permission from Fire & Assistant Safety Officer, NEW MANGALORE PORT AUTHORITY under arrangement of Traffic department.

16. In mixed lot, picking items at random is not allowed. Loading should be done as a whole without choosing and picking. No packing, sorting, cutting or breaking of goods or materials sold will be permitted unless otherwise it is specified.

17. NMPA/MSTC reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot 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.

18. 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 laborers, 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.

19. CONDUCT DURING DELIVERY: Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, and laborers within NMPA premises. If any damage is caused to the NMPA 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.

20. ACCIDENTS, ETC. TO BUYERS LABOURER: NMPA/MSTC will not at any point of time be responsible for any injuries (partially/fully/demise) caused due to accident within the factory/NMPA premises **or** at the place of work salvage yard and the bidder will make proper arrangement for medical attention and treatment to his labor representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to laborers in the course of employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances/precautions (like hand gloves, helmets, ammunition, boots, etc.) to the laborers who are engaged for handling of the goods.

21. 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.**

22. 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, bidders shall agree and abide by the decision of NMPA/MSTC.

23. The purchaser shall bring their own bags and boxes, cases or their receptacles for the removal of the auctioned items and shall be responsible for loading, weighing of materials under supervision of authorized officials of the NMPA.

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

25. 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. NMPA reserves the right to retain the excess quantity material in the lot at its discretion. If the quantity in a lot on actual weighing **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.

26. 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.

27. If any foreign materials are found to be mixed in the lot, other than the items included in the e-auction catalogue, Acceptance Letter/Sale Order & Delivery Order, the company reserves the right to remove the same at the time of delivery

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

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

30. The buyer should ensure that Sales/Customs/MMD 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.