

SPECIAL TERMS & CONDITIONS

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 link provided in the buyer account, within Office hours, at least one day before the date of e-auction:

LOT no.60: **Rs 20,000/-**.

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 **ON "AS IS WHERE IS, NO COMPLAINT" BASIS** DURING BOTH THE INSPECTION AND DISPOSAL PERIOD. THE LOTS WILL BE DISPOSED OFF **ON "AS IS WHERE IS, 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

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. IN CASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF SPECIAL TERMS & CONDITIONS (STC) WILL SUPERCEDE OTHERS IN THE PARTICULAR E-AUCTION.

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

NOTES:

LOT/ MOORING LAUNCH WILL BE DISPOSED ON "AS IS WHERE IS, NO COMPLAINT " 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.

The payments of EMD(SD), balance material value along with GST 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.10205649448

3) 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, blropn9@mstc.co.in for issuance of sale order/Acceptance Letter and Delivery Order by MSTC".

Contact Nos. for e auction, payment details, etc : 0824-2887727, Mobile No. 9741637300.

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 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 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 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 Marine Engineering Division, NMPA. Necessary Port entry passes at free of cost will be issued from Marine Engineering Division against application received along with passport size photo of visiting persons & Aadhar card copy.

CONTACT PERSONS FOR INSPECTION, ARRANGMENT OF PASSES AND DELIVERY: As per prevailing practice the arrangement for inspection, port entry passes during inspection period of e auctioning and delivery shall be done by concerned custodian department of equipment for all goods/equipment/scraps notified for e auction **on “as is where is, no complaint” basis**. Hence, any one of following Engineer/officer/Official of Marine department shall make arrangement for inspection, port entry passes during inspection period of e auctioning and Gate passes for delivery, etc.

- a). MADHUSUDAN. C. KUNDAR, Engineer Grade.II(Crafts), Marine Department: 9449332719.
- b). SRINATH PALLAYIL, Sr. Marine Engineer: 9986134706.

4. The description/quality indicated are approximate and furnished to enable bidders to quote their rates. Bidders are advised to quote their rate only after inspection of item 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, no complaint” 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, no complaint” basis** and the whole item shall be taken delivery from the site by the successful bidders with its faults, errors in description if any. Picking items at random is not allowed and Loading should be done as a whole without choosing and picking. **The subject LOT shall be delivered without weighment after payment and bidder is bound to lift entire quantity of the lot.**

7. The item 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 affected by climate due to nature’s wear and tear, **will be accepted by buyer**. 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 Forms 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. 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.

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. SECURITY 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 SD amount within **10(Ten) calendar days** from the date of closing of e-auction (excluding the date of closing of e-Auction) for Sold/Accepted Lot. For STA lot, SD has to be paid within 10 (Ten) calendar days from the date of confirmation/approval of bid (sale intimation).

The bidder has to deposit SD equivalent to 25% of Material value within 10 (Ten) days by e-payment to the NMPA. In case of STA lot, 25% of the material value to be paid within 10 (Ten) days after confirmation /approval of bid (sale intimation) of the STA lot. Balance payment for Sold/Accepted Lot and STA lot to be made within 10 days from the date of Sale Order/Acceptance Letter issued by the MSTC. The balance amount (after deducting the SD) plus applicable GST /TCS/duties, INCOME TAX and other charges if any must be paid in favour of The New Mangalore Port Authority. ITTDS and MSTC service charge payment to be made in to MSTC, Bengaluru

ii) If bidder does not make SD payment within 10 days, total payment (100%, including GST, TCS etc.) has to be made within **20 days** from date of issue of sale intimation. In such case login ID of the buyer will be activated after receipt of total 100% payment (Including GST, TCS, ITTDS, etc.).

11. ISSUANCE OF ACCEPTANCE LETTER/SALE ORDER: On receipt of EMD(SD), an Acceptance Letter/Sale Order will be issued by MSTC for sold lot/STA approved LOT.

- 12. PAYMENT:** i) On receipt of Acceptance Letter/Sale Order, balance payment has to be made within 10 (ten) 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 within 10 days from the date of Sale Order/Acceptance Letter issued by the MSTC. MSTC Service charge and ITTDS payment to be made to MSTC, Bangalore.
- iii) If the bidder does not make balance payment within 10 days from date of issue of sale order and does not make 100% payment within 20 days from date of sale intimation or STA approval, 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/buyer further fails to make full payment within this extended period then **Pre-Bid EMD / & SD(EMD)** will stand forfeited without notice and the firm will be debarred/deactivated and action shall be taken as per clause no. 22 (blacklisting) 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. 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 purchaser.**

13. DELIVERY TERMS:

- (a) The Delivery order will be issued after receipt of the above-mentioned payments. The successful bidder has to make all the payments as per terms of e- auction. **Delivery has to be taken within 60 (sixty) calendar days from the date of issue of Delivery Order** issued against the confirmed lot (excluding the date of issue of Delivery Order). **The delivery of material will be given after realization of the DD/PO/BCs.** In case of delay in taking of delivery of mooring launch, penalty **will be levied @ 1%** of 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, 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.

The materials which are sold on lot basis on “as is where is, no complaint” basis and hence the materials will be delivered 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, if required NMPA will initiate action for formalities such as filing auction bill of entry and payment of Customs duty which may take about 15 days approximately. The period of 15 days mentioned for the above formalities is only approximate and NMPA is no way responsible if there is any delay beyond the specified period.

c) 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.

However, after completion of above formalities the intimation will be given to the successful bidder through M/s. MSTC/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 materials/launch 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 he intends to take over the **mooring launch**. **The mooring launch** 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 to take delivery, then the successful bidder or his authorized representative shall produce suitable Power of Attorney or authorization letter, duly attested by a Notary Public, authorizing his representative **or** agent to take delivery of mooring launch from NMPA.

15. Any welding/cutting work within the Port premises during dismantling work shall be stopped for ship movement at any time. Such welding/cutting works can be arranged only with the prior permission from Fire & Assistant Safety Officer / NEW MANGALORE PORT AUTHORITY under official arrangement by concerned custodian department of items.

16. SALE OF ITEMS/LOTS COMPRISING HAZRDOUS WASTE: Note: Only for units registered with KSPCB as Authorized Recyclers/Re-processors. Sale of Hazardous waste Items will be governed by the following procedures in addition to Guidelines / Notifications issued by the Pollution Control Board (PCB) / Ministry Environment & Forests (MOEF) From time to time:

- a. Sale of other Categories of Hazardous Waste Items will be governed by the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 and its subsequent Amendments and/or their relevant statutory Act/Rules. The successful bidder at the time of lifting the material shall adhere

to various conditions stipulated by CPCB/SPCB/MOEF including Manifest system as required under HWM rules and subsequent amendments. The vendor also should follow the guidelines for transportation of hazardous waste prescribed by CPCB/SPCB/MOEF and submit necessary forms to State PCB as per HWM rules from time to time.

b. The Bidders must submit a Notarized Copy of the Valid Registration Certificates issued by the State (or Union Territory) Pollution Control Board (PCB) and produce the same to NMPA at the time of taking delivery of the materials, failing which their bid will be liable for rejection.

c. In case of 3 Categories, namely Lead Acid Batteries, Used/Waste Oils and Non-Ferrous Metal Wastes, in addition to submitting necessary Valid Registration from the State PCB, the Bidder must also submit a Notarized Copy of the Valid Registration Certificate from CPCB (or MOEF) also, failing which their bid will be liable for rejection. Bidders may note that CPCB regularly displays the list of their valid Registered Parties for these items on their Website and the bidders may like to verify the same before submitting their Bid. The various categories and definitions of the non-Ferrous Metal Waste are given in the relevant Schedule of the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 as amended by the Government by subsequent Amendments.

d. The bidders shall be responsible for ensuring that all Registration Certificate issued by State PCB/CPCB/MOEF are kept valid for the entire period of the contract, if awarded to them, as well as the period of processing such Hazardous Waste Item by them. NMPA/MSTC as its sole discretion may ask the Bidder to extend the validity period of their Registration Certificate for a suitable period as deemed fit by NMPA/MSTC and in such event the Bidders shall be bound to do so, failing which their Bid/Contract may be

rejected/cancelled at the sole discretion of NMPA/MSTC and no complaint in this regard will be entertained from the Bidder.

e. In case of sale involving inter-State movement of goods, the Buyer shall also submit a No objection Certificate (NOC) from the concerned State PCB with whom the Buyer is registered and also from KSPCB 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.

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

g. For Hazardous Items requiring Pollution Control Board (PCB) Registration Certificate from the State or Central Govt. or both (as the case may be). If the successful Bidder has/had a valid certificate which expired 30 (thirty) days before the date of opening of e- Auction, he must submit along with the EMD, a copy of the expired Certificate and a copy of his application to the concerned statutory Authority for extension with a proof of submission of such Application. Further he must submit copy of valid Certificate within 15 (fifteen) days from the date of closing of E-Auction, failing which his Bid will be treated as invalid. Such Certificate must remain valid/extended till the period of processing of material after delivery. It will be deemed that the Bidder have read and understood and undertake to abide by all the provisions of the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 and subsequent Amendments issued by the statutory Authorities.

h. The transportation of hazardous waste shall have to be carried out only through registered /authorized vehicles meant for transportation of hazardous waste. And the successful bidder should furnish relevant records issued by the CPCB/KSPCB for the above purpose.

17. The successful bidder shall take away the mooring launch out of harbor basin after getting necessary clearance from competent Authorities i.e, MMD etc.

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 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.

21. ACCIDENTS ETC. TO BUYER'S LABOURER: NMPA/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 labor representative. The buyer will be solely responsible for any claim arising out of the employment, death or injuries to laborers in the course of employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves, ammunition, boots, helmets, nose masks etc.) to the labourers who are engaged for handling of the goods.

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, bidders 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. Additional conditions:**
- i) Buyer should ensure that all precautions have been taken to prevent damage to coastal areas and marine life.
 - ii) It is the responsibility of the Buyer to provide necessary personal insurance to his staff or labourers.
 - iii) If any material is found to be mixed in the lot other than the item mentioned in the Acceptance Letter/Delivery order/Sale order/E-auction catalogue, New Mangalore Port reserves the right to remove the same at the time of delivery.
 - iv) On handing over, all types of commercial/financial/statutory/legal issues directly **or** indirectly related to mooring launches are the responsibility of the Buyer.

ANNEXURE-1.

XIII) General Details of "M.L. ROJA "

Particulars	M.L. ROJA
Builder	M/s Dempo Ship Building and Engineering Company Pvt Ltd. at Visakhapatnam
Material	FRP
year built	2009
Classification	Department of Ports and inland water transport under I.V act 1917
port of registry	Karwar
GRT	17 tons
NRT	05.00
LOA	10.43 mtrs
Breadth moulded	3.60 mtrs