SPECIAL TERMS & CONDITIONS

Disposal of Old canteen building NMPA (adjacent to BMS union office) located near Central store, by dismantling and takeaway from NMPA premises.

PART A

PRE-BID EARNEST MONEY DEPOSIT (PEMD):

The PRE-BID EMD has 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:

LOT 74: Pre bid EMD : Rs 10,000/-.

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 ITEM/MATERIAL IS OFFERED 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

THIS E-AUCTION IS GOVERNED BY THE GENERAL TERMS & CONDITIONS (GTC),

BUYER SPECIFIC TERMS & CONDITIONS (BSTC), SPECIAL NOTES & CONDITIONS (SNC) AND SPECIAL TERMS & CONDITIONS (STC) OF THE E-AUCTION. INCASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC, SNC & STC, THE PROVISIONS OF SPECIAL TERMS & CONDITIONS (STC) WILL SUPERCEDE OTHERS IN THE PARTICULAR E-AUCTION.

CLICK FOR GTC **CLICK FOR BSTC**

NOTES: MATERIALS LISTED IN THE LOT DESCRIPTION WILL BE DISPOSED ON "AS IS WHERE IS BASIS". 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 WHAT IS ACTUALLY KEPT ON SPOT.

SD(EMD), balance material value along with GST, duties, applicable taxes, other charges etc, excluding MSTC Service charge and IT TDS 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

3) IFSC Code: SBIN0002249.

Contact Nos. 0824-2887724, 2887727, **Mobile No.** 9741637300

The MSTC service charge and IT TDS shall be paid to MSTC directly by buyer.

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, naresh11.mstc@gmail.com for issuance of Sale Order/Acceptance Letter and Delivery Order by MSTC.

Contact Nos. for queries of e-auction 0824-2887727, Prakash Gowda, **Mobile No.** 9741637300.

Contact No. for Inspection of old canteen & Delivery: VIVEK C.T., AE(Civil), Mob:9448858695.

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 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. 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 05:00 P.M. on any office working days (Except Saturday, Sundays and other general holidays) at the location specified, with the prior permission from the Civil Engineering Department (MTC.I Division), NMPA. If required Necessary port entry (inside wharf area) passes at free of cost shall be arranged by following Officer and will be issued from Pass section against application received, along with passport size photo of visiting persons & Adhar card.

Contact No. for arrangement of Free port entry passes for Inspection of old canteen **&** Delivery:
VIVEK C.T., AE(Civil), Mob:9448858695.

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.

5. Conditional offers will not be accepted /entertained. The e auction shall be on the condition " as is where condition and no complaint basis".

6. Goods/Equipment/Items/structures will be sold on AS IS WHERE IS condition and the whole items shall be taken delivery **i.e.** Old canteen building located near Central store, NMPA (adjacent to BMA office) by dismantling and takeaway from NMPA premises by the successful bidders with its faults, errors in description if any. In this lot, picking items at random is not allowed and Loading should be done as a whole without choosing and picking. LOT shall be delivered without weighment after payment and bidder is bound to lift entire quantity/items/materials of the lot.

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 buyer. No complaint regarding quality or mis-description for the material/lot 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/lot** 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.

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 will be levied. ANY CHNAGES IN 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 7(seven) 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 07 (seven) 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 seven (07) days by e-payment to the NMPA**.** In case of STA lot, 25% of the material value to be paid within 07 (seven) 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 15 days from the date of Sale Order/Acceptance Letter issued by the MSTC.

ii) If bidder does not make SD payment within 07 days, total payment (100%, including GST,TCS etc.) has to be made within 21 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, ITTDS, TCS, etc.).

11. ISSUANCE OF ACCEPTANCE LETTER/SALE ORDER: On receipt of EMD/SD, an Acceptance Letter / Sale Order will be issued to the bidder 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/SD) plus applicable GST /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) If the bidder does not made balance payment within 10 days from date of issue of sale order or does not made 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. 21 (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: The Delivery order will be issued after receipt of the above mentioned payments. **Delivery** (**i.e.** Disposal of Old canteen building located near Central store, NMPA (adjacent to BMA office) by dismantling and takeaway from NMPA premises) **has to be taken within 0**2 **months from the date of Delivery Order issued** against the confirmed lot (excluding the date of issue). 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.

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.

NMPA reserves its right to demand copy of any other document/License/ 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.

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 17.00 hrs on any working day. The bidder/**purchaser should intimate in writing two days in advance** as to when 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 official arrangement by concerned custodian department of items.

16. The successful bidder shall take away the Dismantled of dilapidated quarters from NMPA colony after getting necessary clearance from Competent Authorities, if any. For dismantling, buyer has to comply with all safety requirements, proper tools tackles and lifting appliances have to be deployed. Safety rigging practices have to be adopted. 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.

17. 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.

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 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**.

19. 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.

20. 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. The buyer should make proper arrangement for medical attention and treatment to his labours. 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 provide necessary safety appliances (like hand gloves, ammunition, boots, helmets, nose masks etc.) to the labourers who are engaged for handling of the work.

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 & appropriate action will be taken as deem fit by NMPA/MSTC. If bid is accepted, but bidder / firm / buyer fails to make all the payments within stipulated period or extended period if any, in such cases the bidder/firm/buyer are liable to be blacklisted from further NMPA auctions for a period of 02 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, bidder shall agree and abide by the decision of NMPA/MSTC.

23. No interest will be paid to the purchaser/bidder on the amount paid **or** deposited by him, during the period of amount refundable to him, if any.

24. In the event of any disputes or differences in connection with the contract, the decision of the Chief Mechanical Engg., 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

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

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

27. The buyer should ensure that Sales/applicability of GST, ITTDS, Excise Duty, Duties, Customs Duty 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.

28. FAILURE TO COMPLETE THE TAKE UP WORK AFTER PAYMENT: In the event of

non-removal of sold material after expiry of time allowed in the relevant order and subsequent extension(s) thereof, if any, the **principal/owner of the material shall have the right to order re-sale of the said material as also to forfeit relevant payments paid** by the defaulting buyer in respect thereof.

The purchaser shall bring their own bags and boxes, cases or their receptacles for the removal of the auctioned items and shall be responsible and pay expenses for loading, weighment/ measurement of materials under supervision of authorized official of custodian department / stores of NMPA.

29. Additional conditions:

i) It is the responsibility of the Buyer to provide necessary personal insurance to his staff or labourers.

ii) 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.

iii) On handing over of lot to the buyer, all types of commercial/financial/statutory/legal issues directly **or** indirectly related to the lot shall be the responsibility of the Buyer.