

Auction Details	
Auction No	MSTC/WRO/Mormugao Port Trust/1/Baina/16-17/1186[116596]
Opening Date & Time	18-05-2016::11:00:00
Closing Date & Time	18-05-2016::15:00:00
Inspection From Date	18-04-2016
Inspection Closing Date	17-05-2016
Seller Details	
Seller/Company Name	Mormugao Port Trust
Location	Baina
Street	Menezes Braganza Road
City	Vasco da Gama - 403802
Country	INDIA
Telephone	0832-2512721
Fax	0832-2514899
Email	mmmgt@sancharnet.in
Contact Person	J. V. Vaz

[Click here for Details](#)

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
Lot No: 01 PCB GRP :[PRE-BID EMD FOR WRO 05] Lot Name: Rail Mounted stackers & Connecting Yard Conveyors	Sale of newly commissioned 3 Nos. Rail Mounted stackers & 3 Nos. Connecting Yard Conveyors having design capacity of 4800 tonnes per hour (TPH) each, installed in 2014 at the Mechanical Ore Handling Plant (MOHP), Berth No.9 of Mormugao Port Trust, Mormugao-Goa which are presently in good working condition. For Further details on components installed along with technical specifications visit our portal www.mstcindia.co.in Click here for ANNEXURE Click here for PICTURE	1 LOT	As Applicable / 5%	Mormugao Port Trust State :Goa

Total No of Lots = 1

Special Terms & Conditions

[Click here for File1](#)

Sale of Rail Mounted stackers & Connecting Yard Conveyors through MSTC E-auction on "as is where is basis and no complaint basis".

(A) Bidding will be conducted in USD. For Indian bidders exchange rate will be 1 USD = INR _____. Indian bidders will have to pay in equivalent INR but bidding by them has to be done in USD.

(B) Pre-bid EMD is of USD 1,51,515.00 (US Dollars One Hundred Fifty One thousand and Five Hundred Fifteen only) or Rs. 1,00,00,000.00 (Indian Rupees 1 Crore only).

Starting Bid : USD.

(C) ALL PRE BID EMDS TO BE DEPOSITED INTO MSTCS A/C AS BELOW:

For USD Dollar payments only

Name and Bank Details of the MSTC Ltd:

Bank of India, New York Branch (SWIFT BKID US33) for credit to RFC account at Mumbai Overseas Branch with Cayman Island for ultimate credit to account No.4048 2021 0000002 of MSTC Ltd. with Bank of India, Kolkata Overseas Branch (SWIFT BKID IN BBCOS).

For Indian Rupees payments only

MSTC MUMBAI BANK DETAILS:

Name of the beneficiary : MSTC Limited

A/c Number : 005720110000005

Bank's Name : Bank of India

Branch Name : Nariman Point Branch

Centre : Mumbai

Bank IFS Code : BKID0000057

Note: BANK TRANSFER CHARGES EITHER WAY WOULD BE ON BIDDER'S A/C.

1. Offers are invited from Indian / International buyers for sale of the above mentioned Rail Mounted stackers & Connecting Yard Conveyors, through the e-auction portal of MSTC Ltd. i.e. www.mstcecommerce.com.
2. Intending buyers are requested to register with MSTC on their portal www.mstcecommerce.com and submit their bid(s) on the day and at the time in the manner as described in the e-auction catalogue.
3. The following may kindly be noted in respect of this e-auction:-
 - a. Physical delivery of the Rail Mounted stackers & Connecting Yard Conveyors, is on "as is where is and no complaint basis".
 - b. Bidders will submit the pre-bid EMD as mentioned in the auction catalogue after completing the registration formalities with MSTC.
 - c. Acceptance or otherwise of the H1 bid will be communicated to the bidder by MSTC Ltd, within a period of 30 (thirty) days from the date of close of auction. If the said thirtieth day is a holiday or declared as a holiday, the offer shall remain open for acceptance till the next working day. The above period of 30 days may be mutually extended in writing. However, the bidder once identified as H1 bidder will not be allowed to withdraw the bid within the said period of thirty days. In case of withdrawal, EMD shall be impounded and all the consequential provisions related to the backing out will be applicable to such cases.

d. Bidder should note that M/s Mormugao Port Trust, Goa is not bound to accept the H-1 rate or any rate and also reserves the right not to sell the equipments or defer the finalization of sale of the equipments.

e. For this sale transaction, all applicable taxes, Customs duties, Octroi duty, Cess, Levies, Excise duties, Sales tax, VAT, other expenses etc. will be borne and paid by the Buyer(s).

4. Schedule for sale of Rail Mounted stackers & Connecting Yard Conveyors is as under:

Date and time for receiving pre-bid EMD : 17.05.2016 BY WAY OF RTGS/NEFT/SWIFT Transfer ONLY.

Commencement of e-Auction : 18.05.2016

5. The lot/equipments/components will be available for inspection at Mormugao Port Trust, Goa during 21.04.2016 to 17.05.2016 from 0900hrs to 1700hrs.

Port entry passes will be issued to the prospective bidders on chargeable basis as per the prevailing rates. The bidders shall satisfy themselves about condition, quality, quantity, measurement etc. of the unit / equipments which they intend to purchase. No complaints shall be entertained regarding description, quantity, quality, size, measurement, number and weight of the unit / equipments as the information given in the annexure is approximate and no warranty or guarantee shall be implied.

Unit and equipments shall be sold on AS IS WHERE IS BASIS and AS IS AVAILABLE BASIS and on the assumption that the bidders have inspected the unit / equipment and know what they are buying, irrespective of whether the bidders have inspected the unit / equipments ;s prior to e-auction sale or not; the principal of CAVEAT EMPTOR shall apply. Error in the description/ quantity/ quality/ measurement/ utility/ number/ weight/ condition etc. of the material as given in the catalogue/ list published on the Auctioneer website shall not form a cause to the bidder to complain or to avoid completed sale or bid.

You are requested to contact below official of Mormugao Port Trust, Goa:

(a) Shri. B. G. Dessai, AXEN, CME Dept., Mormugao Port Trust.

Phone No: 08322594255, Mob. No. 9552540386

E-Mail: xenpw.mgpt@gmail.com

(b) Smt. Priti Varkey, AEN(E), CME Dept., Mormugao Port Trust.

Phone No: 08322594229, Mob. No. 9923037844

E-Mail: xenpw.mgpt@gmail.com

New parties for registration may contact below officials of MSTC Ltd, Mumbai:

Mr. Ganesh Yadav, Manager/Mrs. Lisbeth Dias, Dy. Manager

Tel: 0091-22-22022296/ 22883501

Email: ganeshyadav@mstcindia.co.in/lpaadickan@mstcindia.co.in

Cell: 0091-9869043055/9820158988.

6. M/s Mormugao Port Trust, Goa, shall be hereinafter referred to as SELLER, is owner of the lot and MSTC Ltd. as its SELLING AGENT.

7. Those parties who are interested in buying the lot are required to be registered with MSTC portal i.e. www.mstcecommerce.com. The successful bidder will not be entitled to assign their right to buy the lot by any third party or nominate any third party, once they are declared to be the highest bidder. The seller assumes that the participating bidder has sufficient liquidity to honor the bidding amount.

8. All bidders are required to bid in US Dollars only. Foreign bidders must make payments in US Dollars only. Indian bidders must make payment in Indian Rupees only. (At the applicable exchange rate declared on the auction floor), however Indian bidders can make payment in US Dollars subject to the compliance of provisions of AP (DIR Series) Circular No. 39 dated 28.04.2008 of RBI. However, strict KYC compliance as per clause no. 45 of the e-auction catalogue is mandated for all payments.

9. Pre-bid EMD is of USD 151,515.00 (US Dollars One Hundred Fifty One Thousand Five hundred Fifteen only) or Rs. 1,00,00,000/- (Indian Rupees One Crore only). The MSTC New York bank details and MSTC Mumbai bank details are given above.

10. Bidders are advised to seek clarification, if required, regarding the equipments/components of the Rail Mounted stackers & Connecting Yard Conveyors prior to submission of bid in the e-auction. No dispute in this regard will be entertained by the Seller/Selling Agent after submission of bids. The successful bidders will not raise any dispute regarding the terms and conditions of the e-auction or about the particulars of the lot or contest the same once he has been declared as the successful bidder for the lot. Defaulting bidder will

be debarred / forbidden from participating in all future auctions for the same lot whenever fresh bids are invited.

11. The pre bid EMD made by the intending bidder through RTGS/NEFT/Electronic transfer would be deemed to have been received by the MSTC, only if the same have been credited to MSTC's Account by **2000 hrs. (IST) on due date stated above**; otherwise the Buyer would be deemed to have committed default and shall be treated as per provisions of the Terms and Conditions of this e-auction.

Please note that intending bidders should ensure that the payment is deposited in such a way that the same is credited to MSTC's account as mentioned above. Each auction is a separate financial transaction and therefore EMD paid for any other transaction/ auction is not adjustable against any other auction/Sale.

12. The successful bidder will be intimated through email by Selling Agent about the acceptance of the bid within thirty days after close of auction.

13. On intimation of confirmation by the Seller, the successful bidder(s) shall make payment of an amount equivalent to the **10% (Post Bid EMD-Installment A)** of the lot purchase price **within 7 (seven) banking days**.

14. Immediately after the payment of the 10% , the successful bidder shall be issued notice by Seller/MSTC for the payment of balance amount of 90% (**Balance payment including taxes/duties as applicable in (2) two equal installments- first installment (Installment B) within the next 15 (fifteen) banking days (or, 22 banking days from the date of the acceptance of the lot) and second installment (Installment C) within further 15 banking days(or within 37 banking days of the acceptance of the lot)** and thereafter take delivery of the lot within 3 Months from the date of issuance of Delivery Order/Challan by MPT.

15. If the successful bidder does not make payment of the balance amount and meet the applicable sales tax/duties requirement, when they become due in terms of this Clause, the Seller shall be entitled to put an end to the contract forthwith, time being the essence of the contract, and forfeit the amounts already paid by the Buyer and in addition be liable to damages and all cost.

16. The installment amount (A) ,(B)and (C) as mentioned above should be paid by **RTGS/NEFT/SWIFT Transfer only** for Indian buyers and payable at London in case of Foreign buyers. If the successful bidder fails to pay the installment (A), then the security deposit of **USD 151,515.00 (US Dollars One Hundred Fifty One Thousand Five hundred Fifteen only) / Rs. 1,00,00,000/- (Indian Rupees One Crore only)**, will be forfeited. This forfeiture by the SELLER in both the above events shall be without prejudice to any other right of action by the SELLER against the Successful bidder. The SELLER shall also in that event be at liberty to resell the lot to any other party. SELLER in his discretion may also grant extension in the period of payment under very special circumstances, on request of the successful bidder.

****Please Note that Cheque is not acceptable as mode of any payment.****

17. Security Clause in National & Global E-auctions:

It may please be noted that as per Govt. of India guidelines 'while evaluating the bids regard would be paid to National defense security considerations.

18. SELLER does not bind itself to accept the highest offer or any offer or to assign any reasons for non-acceptance. SELLER also reserves its right not to sell the lot at all or to defer/cancel finalization of the sale. SELLER also reserves its right to have at its sole discretion individual negotiations only with the highest bidder.

19. The particulars of the **Rail Mounted stackers & Connecting Yard Conveyors** and their technical specifications are given for ready reference, but without any guarantee. Bidders should satisfy themselves thoroughly by physical inspection of the equipments. Submission of a bid will be deemed to imply that the bidders have submitted their offer after inspection of the lot/equipments and they have accepted the same without any reservation.

20. The pre bid EMD of the successful bidder would be retained with the Seller till final settlement of accounts.

21. The offers should be for net price for the lot on the "as is where is and no complaint" basis at the port.

22. The Buyer shall comply with all necessary import/other formalities required to be followed for eventual transfer of the lot consisting of the equipments to their ownership.

23. The Buyer may post with prior authorization from the Seller maximum 4 personnel/watchmen on board at Buyer's costs, risk and expenses.

24. EMD of the unsuccessful bidders will be returned within three days after the e-auction proceedings. No Interest will be paid on the amount deposited towards EMD by unsuccessful bidder(s).

25. Position about Sales Tax/VAT

I. Bidders should note that the transaction covered by this e-auction will be treated as a transaction subject to Sales Tax/VAT at the rate applicable under the Sales Tax/VAT law of the concerned state, at the time of conclusion of the sale of the lot.

II. The sale of the lot is on the basis of "as is where is at the time of handing over to buyer and no complaint basis" in substantially the same condition as when inspected.

26. The prospective buyer who intends to participate should comply with KYC Norms as per documents submitted at the time of registration with MSTC.

- 1) Bidders already registered shall be allowed to participate only after compliance with the revised KYC norms.
- 2) All financial transactions towards sale of *equipments* must be made by the authorized and identified bidder only through the bank account (registered with MSTC) in respect of which the cancelled cheque is given, irrespective of whether bidder is Indian or Foreign.
- 3) KYC documents should be strictly in the name of bidders only.

27. Legal Jurisdiction/Arbitration:

27.1 To any contract of sale resulting from or in connection with this e-auction, the laws in force in India shall apply and the 'Civil Court of Kolkata' alone shall have the jurisdiction to the exclusion of all other courts, to entertain and adjudicate any dispute arising out of the above terms and conditions/contract.

28. Cartelization is not permitted.

29. The principal and agent (on behalf of principal), both cannot bid in the same tender/e-auction. If done, such an instance will render both the bids invalid.

30. One agent shall represent and submit bids on behalf of only one principal in a subject tender. Violation will lead to disqualification of the bids.