

Auction Details		
<b>Auction No</b>	MSTC/WRO/Mormugao Port Trust/15/Baina/19-20/35874[242853]	
<b>Opening Date &amp; Time</b>	04-02-2020::12:00:00	
<b>Closing Date &amp; Time</b>	<b>Scheduled Time</b> <u>04-02-2020::16:00:00</u>	<b>Closed At</b> <u>04-02-2020::16:00:00</u>
<b>Inspection From Date</b>	01-02-2020	
<b>Inspection Closing Date</b>	03-02-2020	
<b>EMD Type</b>	<b>Item Wise EMD</b>	

Seller Details	
<b>Seller /Company Name</b>	Mormugao Port Trust
<b>Location</b>	Baina
<b>Street</b>	Menezes Braganza Road
<b>City</b>	Vasco da Gama-403802
<b>Country</b>	INDIA
<b>Telephone</b>	0832-2520222
<b>Fax</b>	0832-2520227
<b>Email</b>	mm@mptgoa.gov.in
<b>Contact Person</b>	S. Vishvanathan

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION	EMD Amount
<b>Lot No. :1</b>	Bunkers(Fuel Oil, Diesel Oil & Lubes)REMOVED-FROM M.T. NU SHI NALINI STRICTLY on AS IS WHERE IS AND NO COMPLAINT BASIS	1.0 LOT	As Applicable /As Applicable	MPT, Goa State :Goa	<b>150000.00</b>
<b>PCB GRP :[Used Spent/Burnt Oil/Used Lube Oil/Used Engine Oil]</b>	The cargo is stored in Six(6)lorry tankers as detailed below: (The Custom Chemical Analysis Report attached)				
<b>Lot Name :Bunkers (Fuel Oil, Diesel Oil &amp; Lubes)REMOVED - FROM M.T. NU SHI NALINI</b>	Lorry Tanker No. - Quantity TN-02-BP-1499-Qty. 1(appx. 17.59 MT) KA-25-C-4199-Qty.				

1(appx. 6.23 MT)				
KA-06B-6199-Qty. 1(appx. 11.00 MT)				
KA-13-B-9799-Qty. 1(appx. 21.93 MT)				
KA-13-B-9299-Qty. 1(appx. 24.76 MT)				
KA-13-B-7599-Qty. 1(app. 24.29 MT)				
<a href="#"><u>TEST REPORT OF NU SHI NALINI</u></a>				
<a href="#"><u>BUNKER TEST REPORT</u></a>				
<a href="#"><u>BUNKER DELIVERY RECEIPT</u></a>				

**Total No of Lots = 1**

### **SPECIAL TERMS & CONDITION**

This E-Auction is governed by the [GENERAL TERMS & CONDITIONS \(GTC\), BUYER SPECIFIC TERMS & CONDITIONS \(BSTC\)](#) of the e-auction and THE SPECIAL TERMS & CONDITIONS (STC) of the e-auction. In case of any conflict or difference in the Provisions of GTC, BSTC & STC, then the provisions of STC/Lot/Auction Specific T&C provided will supersede others in the particular e-auction

-- 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](http://www.mstcindia.co.in)

By bidding in the e-auction, it is construed that the successful bidder(s) have fully understood the Special terms and conditions of the e-auction/Lot read along with the GTC & BSTC and agreed the same in toto.

**GST** Clause  
The Goods & Service Tax (GST) is implemented with effect from 01st July 2017 in India. Accordingly, VAT / Sales Tax will be discontinued and these taxes will be subsumed to GST. GST will be payable on all goods (whether scrap or otherwise). Hence all Buyers / Bidders having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate mentioning GST Registration Number needs to be submitted with the respective office of MSTC Ltd. (from where Registration was done) for updating Buyer Registration details. MSTC / Seller will not be able to issue any Sale Order / Delivery Order / Invoice, etc. wherever GST Registration Number is not updated. Further the existing VAT / Sale Tax Rate shall be replaced by GST Rate and differential tax, if any, will be paid by or refunded to Buyers. In the same way, all Principals / Sellers need to submit copy of certificate referring GST Registration Number with the respective office of MSTC Ltd. (from where Auction is conducted) for updating Seller Registration details. It will not be possible to conduct any Auction or issue any Sale Order / Delivery Order, etc. wherever GST Registration Number is not updated. Further the Service Tax Rate on Service Charge Bill, shall be replaced by GST Rate and differential tax, if any, will be required to be paid by Principals / Sellers.

Contact Person at MSTC, Mr. Amarkumar Joshi, AM  
Phone No. 022-22886268  
Email id: [janarendrakumar@mstcindia.co.in](mailto:janarendrakumar@mstcindia.co.in)

DD/POs of Cooperative Bank & arrangement instrument shall not be accepted and will be returned without any action being taken on them. Arrangement instruments (where more than one bank is involved) shall not be accepted and shall be returned without any action being taken on them.

## PRE BID AMOUNT

**INTENDING BIDDER HAS TO PAY REQUISITE PRE-BID EMD AMOUNT INR 1,50,000/- (IN WORDS ONE LACK FIFTY THOUSAND ONLY) AS MENTIONED AGAINST LOT TO PARTICIPATE IN THE AUCTION BY USING "PAY PRE BID EMD" LINK PROVIDED IN THEIR LOGIN ID AS MENTIONED BELOW. SUCCESSFUL H-1 BIDDER NEEDS TO DEPOSIT THE POST BID EMD/FULL PAYMENT AGAINST LOT WITHIN STIPULATED TIME PERIOD, FAILING WHICH THEIR PRE-BID EMD AMOUNT SHALL BE FORFEITED. PRE BID EMD OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO SECURITY DEPOSIT AND THE SAME SHALL BE REFUNDED BY MPT ONLY AFTER COMPLETION OF THE CONTRACT. NO INTEREST SHALL BE PAID ON THIS AMOUNT.**

### [CLICK HERE FOR PRE BID EMD PAYMENT METHOD](#)

**Pre Bid EMD of successful bidder will be converted into Security Deposit and the same shall be refunded by MPT only after completion of the contract. No interest shall be paid on this amount.**

*Bidders participating for the first time need to get registered with us. Please get your queries answered on the below registration desk number and follow the attached file to know the procedure.*

### [Registration desk number-022-22829565](#)

### [CLICK HERE FOR BUYER REGISTRATION PROCEDURE](#)

**SPECIAL TERMS AND CONDITIONS FOR SALE OF "Bunkers (Fuel Oil, Diesel Oil & Lubes)REMOVED - FROM M.T. NU SHI NALINI STRICTLY on AS IS WHERE IS AND NO COMPLAINT BASIS**

DISPOSAL OF BUNKER (FUEL OIL , DIESEL OIL AND LUBES) REMOVED - FROM M.T. NU SHI NALINI STRICTLY on "AS IS WHERE IS AND NO COMPLAINT BASIS. SPECIAL TERMS AND CONDITIONS FOR SALE OF ABOVE PETROLEUM PRODUCT The cargo is stored in Six (6) lorry tankers as detailed below :-

Sr. No.	Name of the Product	Lorry No.	Tanker	Quantity	Unit of sale
---------	---------------------	-----------	--------	----------	--------------

1.	Bunkers (Fuel Oil, Diesel Oil & Lubes)  (The Custom Chemical Analysis Report enclosed)	TN-02-BP-1499	1(appx.17.59 MT)	All 6 Tankers single LOT
		KA-25-C-4199	1(appx. 6.23 MT)	
		KA-06B-6199	1(appx.11.00 MT)	
		KA-13-B-9799	1(appx.21.93 MT)	
		KA-13-B-9299	1(appx.24.76 MT)	
		KA-13-B-7599	1(appx.24.29 MT)	

The bidders participating in the bidding process should ensure to have proper certification from Central / State Pollution Control Board (as per relevant laws in force) to handle the cargo to avoid any problem at the time of Customs clearance of the same.

Regarding disposal of cargo at Sr. No.18 of the below mentioned table Hazardous and Other Waste (Management and Transboundary Movement) Rules 2016 should be followed. Accordingly, the bidder should ensure compliance with the Hazardous and Other Waste (Management and Transboundary Movement) Rules 2016.

[CLICK HERE FOR TABLE](#)

Pre bid EMD of Rs.1.5 (One Lakh Fifty Thousand Only) Lakh shall be deposited by the bidders with MSTC by using "Pay Pre Bid EMD" Link provided in buyer's Login ID preferably one day prior to e-auction. In case of successful bidder, the pre-bid EMD will be refunded after successful completion of the work.

The Details /Location of the items listed above is only as per available records. Sale is on AS IS WHERE IS & NO COMPLAINT BASIS. Bidders must verify the facts and satisfy themselves about all relevant aspects, before bidding.

- The items are Hazardous Petroleum Products.
- Delivery of the above items will be given on "As is where is basis".
- The ownership of the items will be deemed to have passed on from the seller to the purchaser from the date of receipt of full payment by Mormugao Port Trust, Goa irrespective of any collateral acts to be completed by the physical delivery of the items.
- Delivery will be permitted at the current location or designated location for the items. Delivery is to be undertaken subject to the compliance/ submission of the following documents by the purchaser.
  - NOC / permission / out of charge issued by the Customs Department for removal/disposal of the above mentioned petroleum products, if applicable.
  - Any other Government clearances, approval, etc., as required under the prevailing law or Regulations, to be obtained by the bidder and the cost towards the same shall be borne by the bidder if applicable.
- Any custom duty, taxes charges etc., payable to the Government or (Government Agencies) shall be borne by the Purchaser/successful bidder. The Entire cargo contained in the above mentioned lorry tankers is considered as a Single lot only and bidder shall quote for Single lot only.
- The fulfilment of any statutory requirement will be the responsibility of the purchaser at all times.
- The cargo description as per Customs Chemical Analysis (copy enclosed). The bidder has to complete & comply with the Custom formality, as applicable, including but not limited to documentation payment of custom duty obtaining necessary approval for clearance/removal, etc.
- Items are to be transported by the tanker lorries arranged by the bidder at their own cost and manpower etc.

9. Necessary permission for transportation by tanker lorries will be issued by MPT. The bidder may check and confirm the quality, quantity and parameter of the cargo to his own satisfaction. The Port shall not be responsible in any manner whatsoever, for any deviation.

10. The bidders should arrange for tanker license, permits, as required for transportation of Fuel oil, Diesel oil & Lubes, from the statutory authorities.

11. The delivery period starts from the date of full payment or as directed by MPT.

12. During the handling cum transportation, damages, if any, to the port property, State Govt., private etc. shall be rectified by the bidder or else MPT will rectify the damage at the risk and cost of the bidder.

13. Harbour Entry Pass will be given for men and materials including transport vehicle, on chargeable basis.

14. The bidder has to ensure compliance of all dock safety norms during this operation.

15. The bidders have to arrange for the necessary personal protective equipments for their men and materials including insurance cover, EPF etc.

## II MODE OF PAYMENT:

(i) The payment of sale value amount to be made by demand draft/NEFT/RTGS on any nationalised bank /scheduled bank in favour of FA&CAO, Mormugao Port Trust, Goa payable at Vasco da Gama, Goa.

(ii) The successful bidder shall have to remit 25% of the sale value within 2 Bank working days from the date of issue of acceptance of sale intimation letter by MSTC/MPT.

(iii) The balance payment of 75% of the sale value along with applicable GST shall be paid within 5 banking days before taking delivery of the consignment

## III MOBILISATION PERIOD AND DELIVERY PERIOD

The successful bidder should deploy their own lorries/tankers to transfer the above products from the Port with all the necessary and required accessories, equipment, manpower, etc. within 7 days, strictly, from the date of intimation by MSTC. If the bidder fails to take delivery within 7 days inclusive of mobilisation period. Beyond 7 days period, the Lorry tanker storage charges of Rs.30,000/- per day shall be paid by the bidder.

## IV LIQUIDATED DAMAGES:

The bidder has to complete the work within 7 days from the date of issue of intimation by MSTC. In the event of failure by the highest bidder to complete the work within the time stipulated or by the expiry of any period of extension granted by the authority, the bidder shall pay liquidated damages for delay to complete the work, a sum of Rs.30,000/- per day will levied to the bidder which will be exclusive of G.S.T.

## V FORFEITURE CLAUSE

a) If the bidder fails to pay 25% of the bid value, within 2 bank working days from the date of sale of intimation letter by MSTC the pre-bid EMD will be forfeited.

b) If the Bidder is not paying 75% of the bid value within the stipulated period as per the Mode of Payment, then, 25% of the bid value will be forfeited along with pre bid EMD

## VI LEGAL JURISDICTION/ARBITRATION:

In the event of any dispute or difference between the parties hereto relating to the interpretation, construction, fulfilment or otherwise of the Agreement, such disputes or differences shall be settled by the process of Arbitration by a Sole Arbitrator to be appointed mutually by the parties to this Agreement. However, in case parties fail to appoint the Sole Arbitrator within thirty days of the invocation of the arbitration by any party, the same shall be appointed as per the provisions of the Arbitration & Conciliation Act, 1996. The venue of such Arbitral proceedings shall be Mumbai. The provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed there under or any statutory

modification thereof shall apply to such arbitral proceeding.

**Â Â VALIDITY OF BIDS : All the offer shall be valid for a period of 90 days from the date of closing of e- auction.**

*MSTC Ltd. Shall hereinafter be referred to as MSTC and MORMUGAO PORT TRUST as owner/seller for lots.*

[CLICK HERE FOR T&C](#)

---

DISPOSAL OF BUNKER (FUEL OIL , DIESEL OIL AND LUBES) REMOVED - FROM M.T. NU SHI NALINI STRICTLY on "AS IS WHERE IS AND NO COMPLAINT BASIS. SPECIAL TERMS AND CONDITIONS FOR SALE OF ABOVE PETROLEUM PRODUCT The cargo is stored in Six (6) lorry tankers as detailed below :- Sr. No. Name of the Product Lorry Tanker No. Quantity Unit of sale 1. Bunkers (Fuel Oil, Diesel Oil & Lubes) (The Custom Chemical Analysis Report enclosed) TN-02-BP-1499 1(appx.17.59 MT) All 6 Tankers single LOT KA-25-C-4199 1(appx. 6.23 MT) KA-06B-6199 1(appx.11.00 MT) KA-13-B-9799 1(appx.21.93 MT) KA-13-B-9299 1(appx.24.76 MT) KA-13-B-7599 1(appx.24.29 MT) The bidders participating in the bidding process should ensure to have proper certification from Central / State Pollution Control Board (as per relevant laws in force) to handle the cargo to avoid any problem at the time of Customs clearance of the same. Regarding disposal of cargo at Sr. No.18 of the below mentioned table "Hazardous and Other Waste (Management and Transboundary Movement) Rules 2016 should be followed. Accordingly, the bidder should ensure compliance with the Hazardous and Other Waste (Management and Transboundary Movement) Rules 2019. Sr. No. Compartment No. Tanker No. Parameters mentioned in the test reports (limit as per Schedule V of Hazardous Waste Rules, 2016) 1 C1 KA-06B 6199 Within permissible limit 2 C2 Within permissible limit 3 C3 Within permissible limit 4 C1 KA-13B 7599 Within permissible limit 5 C2 Within permissible limit 6 C3 Within permissible limit 7 C4 Within permissible limit 8 C5 Within permissible limit 9 C1 KA-13B 9299 Within permissible limit 10 C2 Within permissible limit 11 C3 Within permissible limit 12 C4 Within permissible limit 13 C5 Within permissible limit 14 C1 KA-13B 9799 Within permissible limit 15 C2 Within permissible limit 16 C3 Within permissible limit 17 C4 Within permissible limit 18 C5 The cargo is Hazardous as the Lead content is above (2000ppm) permissible limit of 100ppm 19 C1 KA-25C 4199 Within permissible limit 20 C1 TN-02BP 1499 Within permissible limit 21 C2 Within permissible limit 22 C3 Within permissible limit 23 C4 Within permissible limit 2 Pre bid EMD of Rs.1.5 (One Lakh Fifty Thousand Only) Lakh shall be deposited by the bidders with MSTC 1 day prior to e-auction in the MSTC format. In case of successful bidder, the pre-bid EMD will be refunded after successful completion of the work. The Details /Location of the items listed above is only as per available records. Sale is on AS IS WHERE IS & NO COMPLAINT BASIS. Bidders must verify the facts and satisfy themselves about all relevant aspects, before bidding. 1. The items are Hazardous Petroleum Products. 2. Delivery of the above items will be given on "As is where is basis ". 3. The ownership of the items will be deemed to have passed on from the seller to the purchaser from the date of receipt of full payment by Mormugao Port Trust, Goa irrespective of any collateral acts to be completed by the physical delivery of the items. 4. Delivery will be permitted at the current location or designated location for the items. Delivery is to be undertaken subject to the compliance/ submission of the following documents by the purchaser. • a) NOC / permission / out of charge issued by the Customs Department for removal/disposal of the above mentioned petroleum products, if applicable. b) Any other Government clearances, approval, etc., as required under the prevailing law or Regulations, to be obtained by the bidder and the cost towards the same shall be borne by the bidder if applicable. 5. Any custom duty, taxes charges etc., payable to the Government or (Government Agencies) shall be borne by the Purchaser/successful bidder. The Entire cargo contained in the above mentioned lorry tankers is considered as a Single lot only and bidder shall quote for Single lot only. 6. The fulfilment of any statutory requirement will be the responsibility of the purchaser at all times. 7. The cargo description as per Customs Chemical Analysis (copy enclosed). The bidder has to complete & comply with the Custom formality, as applicable, including but not limited to documentation payment of custom duty obtaining necessary approval for clearance/removal, etc. 8. Items are to be transported by the tanker lorries

arranged by the bidder at their own cost and manpower etc. 9. Necessary permission for transportation by tanker lorries will be issued by MPT. The bidder may check and confirm the quality, quantity and parameter of the cargo to his own satisfaction. The Port shall not be responsible in any manner whatsoever, for any deviation. 10. The bidders should arrange for tanker license, permits, as required for transportation of Fuel oil, Diesel oil & Lubes, from the statutory authorities. 11. The delivery period starts from the date of full payment or as directed by MPT. 12. During the handling cum transportation, damages, if any, to the port property, State Govt., private etc. shall be rectified by the bidder or else MPT will rectify the damage at the risk and cost of the bidder. 13. Harbour Entry Pass will be given for men and materials including transport vehicle, on chargeable basis. 14. The bidder has to ensure compliance of all dock safety norms during this operation. 15. The bidders have to arrange for the necessary personal protective equipments for their men and materials including insurance cover, EPF etc.

**II MODE OF PAYMENT:** (i) The payment of sale value amount to be made by demand draft/NEFT/RTGS on any nationalised bank /scheduled bank in favour of FA&CAO, Mormugao Port Trust, Goa payable at Vasco da Gama, Goa. (ii) The successful bidder shall have to remit 25% of the sale value within 2 Bank working days from the date of issue of acceptance of sale intimation letter by MSTC/MPT. (iii) The balance payment of 75% of the sale value along with applicable GST shall be paid within 5 banking days before taking delivery of the consignment

**III MOBILISATION PERIOD AND DELIVERY PERIOD** The successful bidder should deploy their own lorries/tankers to transfer the above products from the Port with all the necessary and required accessories, equipment, manpower, etc. within 7 days, strictly, from the date of intimation by MSTC. If the bidder fails to take delivery within 7 days inclusive of mobilisation period. Beyond 7 days period, the Lorry tanker storage charges of Rs.30,000/- per day shall be paid by the bidder.

**IV LIQUIDATED DAMAGES:** The bidder has to complete the work within 7 days from the date of issue of intimation by MSTC. In the event of failure by the highest bidder to complete the work within the time stipulated or by the expiry of any period of extension granted by the authority, the bidder shall pay liquidated damages for delay to complete the work, a sum of Rs.30,000/- per day will levied to the bidder which will be exclusive of G.S.T.

**V FORFEITURE CLAUSE** a) If the bidder fails to pay 25% of the bid value, within 2 bank working days from the date of sale of intimation letter by MSTC the pre-bid EMD will be forfeited. b) If the Bidder is not paying 75% of the bid value within the stipulated period as per the Mode of Payment, then, 25% of the bid value will be forfeited along with pre bid EMD

**VI LEGAL JURISDICTION/ARBITRATION:** In the event of any dispute or difference between the parties hereto relating to the interpretation, construction, fulfilment or otherwise of the Agreement, such disputes or differences shall be settled by the process of Arbitration by a Sole Arbitrator to be appointed mutually by the parties to this Agreement. However, in case parties fail to appoint the Sole Arbitrator within thirty days of the invocation of the arbitration by any party, the same shall be appointed as per the provisions of the Arbitration & Conciliation Act, 1996. The venue of such Arbitral proceedings shall be Mumbai. The provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed there under or any statutory modification thereof shall apply to such arbitral proceeding. The language of the Arbitral proceeding shall be English and the costs of Arbitration shall be borne equally by the parties hereto. The Award of the Sole Arbitrator shall be final and binding upon the parties.

**4 1.1) Payment Of Post-Bid EMD/SD :** Within 2 (Two) bank working days from the date of acceptance of Lot, failing which their Pre Bid EMD amount shall be forfeited

**1.2) Payment of balance Sale Value with Duties & Taxes :** Within 10 (Ten) days form the date of acceptance of Lots by Seller. However, total payment is to be done within 10 days from the date of closing of Auction for the Accepted Lots and within 10 days from the date of acceptance of Lot(s) by the case in case of Lot(s) under STA.

**1.3) e auction Result/Status:** The status of the highest bids having been accepted on Confirmed or STA basis must be personally seen by the Bidders online through the link Auction Lot Status immediately after closing of e auction and payment of Post-Bid EMD/SD must be made accordingly.

**1.4) Email Address of Bidders:** This must always be kept valid, failing which Bidders will be liable for non-compliance of payment or any other instruction issued by MSTC to them by email.

**2.0) CONTACT PERSON OF SELLER / STOCK-HOLDER:** Person: As mentioned in e-Auction catalogue who are the Owner / Seller / Stockholder of Goods, hereinafter referred to as PRINCIPAL. MSTC Ltd. (the Selling Agent of the PRINCIPAL) will be hereinafter referred to as MSTC. (Contact Person of MSTC: Mr. Amarkumar Joshi, Asstt. Manager, Ph.: 22886268 Extn. 13).

**3.0)CAUTION :** 3.1) The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint / representation will

be entertained by MSTC/Principal in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of '0'/No. Of Digits/Unit of Measurement etc.) and rectify their bid (if required) before submitting their Bid into the live eAuction floor by clicking the 'Bid' Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for a particular Lot, this will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals. 3.2) The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the 'Live' eAuction Floor (and not under 'Forthcoming Auctions') as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of eAuction Registration with MSTC. The Material List & STC displayed under 'View Forthcoming Auctions' on MSTC's eAuction Website are tentative and subject to change at MSTC's sole discretion before the start of eAuction. Bidders should therefore download the Material List and STC displayed only under 'View Live Auctions' for their record purpose if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the eAuction Website and clicking on 'NEW USER'. Participation in the eAction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the STC, BSTC and GTC. In case of any conflict between the STC and BSTC, the STC shall prevail. MSTC shall have the right to issue addendum to the STC or BSTC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC. 3.3)UNIT/UNIT OF MEASUREMENT (UOM) FOR BIDDING, SALE & DELIVERY: Each Lot will have to be bid, sold and delivered on the basis of the Unit / Unit Of Measurement ( i.e. UOM ) stipulated in the Material List displayed on the Auction Floor of 'View Live Auctions' against the respective Lot. Any representation / complaint from the Bidders for the Bid to be made / having been made on the basis of any other Unit/Unit of Measurement will not be entertained. 3.4)During Live Auction, only brief Lot / Item details will be shown under 'Lot Name' on the Auction Floor where Bidders are required to bid. The complete 'Item Details' can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the 'Item Details' before bidding and no representation/ complaint in this regard will be entertained by MSTC / Principal from the Bidders. 3.5)MSTC/PRINCIPAL reserves the right to forfeit any amount / money lying with MSTC / Principal from the successful Bidder who defaults in making the due payments against the eAuction even though such amount / money may be lying with MSTC / Principal on account of the said Bidder against any other contract/ transaction. 5 4.0) INSPECTION OF MATERIALS: All the materials put up for sale through e-Auction will be sold strictly on 'As is where basis 'and' No Complaint basis is'. MSTC / PRINCIPAL reserve the right to accept / reject any offer / bid without specifying any reason thereof. All quantities are only estimates and without any guarantee. The registered Parties (or their Authorised Representative) should inspect the materials at the specified locations by producing their e-Auction Photo ID Card to the PRINCIPAL or by producing a copy of this eAuction Catalogue downloaded from the Website. Inspection, limited to visual checking only, will be allowed with prior appointment from the PRINCIPAL. Any clarification required may be sought by the Bidders from the PRINCIPAL at the time of inspection, and no dispute regarding the material or its physical conditions / location will be entertained thereafter. 5.0) VALIDITY OF BIDS: All Bids will be valid for acceptance by MSTC for a period of 90 (Ninety) days from the date of closing of e-Auction, excluding the date of closing. In case the 90th day falls on a holiday or remains closed for MSTC, such Bids will be deemed to be automatically extended to be valid upto the next working day of MSTC. 6.0) SALE RESULT/ INTIMATION: 6.1) All sales will be subject to Reserve Price (RP) fixed by the PRINCIPAL. The PRINCIPAL also has the option to fix a lower limit of the RP for an individual Lot. After closing of eAuction, in case the Highest Bid is equal to or more than the RP, the respective Lot will be deemed to be 'Sold' on CONFIRMED basis, whereas if the Highest Bid is less than the RP but equal to or more than the lower limit of the RP, then such Highest Bid will be deemed to be Provisionally Sold on 'SUBJECT TO APPROVAL' (STA) basis for which final approval or otherwise will be intimated after receipt of the prescribed Post-Bid EMD/SD from such Bidder within the due time. 6.2) It will be the Bidder's responsibility to personally see the result of eAuction by seeing and downloading the 'Auction Lot Status' from the Website immediately after Closing of eAuction which will be displayed upto 7 (Seven) days from the date of Closing of eAuction (excluding the date of closing of eAuction). The 'Auction Lot Status' will show whether any Lot has been won by the Bidder on Confirmed or STA Basis. The successful Highest Bidder for Confirmed as well as STA Lots shall have to pay the prescribed EMD/Security Deposit



within the prescribed time counted from the date of Closing of eAuction (excluding the date of closing). Although immediately after closing of eAuction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Highest Bidder advising him to deposit the prescribed Post-Bid EMD/SD within the stipulated time, it must be noted by the Bidders that such Sale Intimation Letter will be issued by MSTC only for the purpose of record and payment of Post-Bid EMD/SD will have to be made within the stipulated time counted from the date of Closing of eAuction irrespective of the date of issue of the Sale Intimation Letter by email. Bidders must, therefore keep a watch on their incoming e-mail. Normally no hard copy of the Sale Intimation Letter (on Confirmed or STA basis) will be issued by MSTC.

**7.0) POST-BID EMD/SECURITY DEPOSIT (SD):**

**7.1)** The successful Bidder shall have to deposit Post-Bid EMD/SD within stipulated time as per Clause 1.1 above counted from the date of Closing of eAuction (excluding the date of closing and irrespective of the date of issue of Sale Intimation Letter)

**7.2)** Post-Bid EMD/SD by way of e-Payment / PO / DD of any Scheduled Bank favouring the PRINCIPAL must be submitted to MSTC, Mumbai or any office of MSTC (see details of MSTC's Regional / Branch Offices on MSTC's Website). Post-Bid EMD/SD is adjustable towards material value 6 only after receipt of the balance material value alongwith applicable Duties & Taxes within the due date, failing which the Post-Bid EMD/SD and Pre Bid EMD will be forfeited.

**7.3)** If the successful highest Bidder (on Confirmed or STA) fails to pay the Post-Bid EMD/SD in time, then their Pre Bid EMD shall be forfeited and buyer has no further claim on the material.

**7.4)** Delayed payment of Post-Bid EMD/SD may be accepted depending on the circumstances of the case or urgency of disposal in consultation with the Principal with such penalty as may be deemed fit by MSTC. This shall however not confer any right to the Bidder to make any Late Payment of Post-Bid EMD/SD.

**7.5)** In case the successful Bidder pays the EMD/SD, but fails to pay the balance material value alongwith applicable Duties and Taxes within the due date, then his Pre Bid EMD and initial 25% EMD / SD payment will be forfeited.

**8.0) PAYMENT OF BALANCE SALE VALUE & DUTIES & TAXES:**

**8.1)** The successful bidder have to remit balance 75% payment of the sale value along with applicable GST within the stipulated time of 5 days from the date of acceptance of Lots. However total 7 days shall be allowed to make full payment against Lot failing which their Pre Bid EMD and EMD @ 25% shall be forfeited. The entire balance Sale Value will have to be paid by the Buyer in one lump-sum and no instalment payment will be allowed, unless otherwise stipulated in the Lot / Item Details.

**8.2)** The mode of payment will be as stipulated in the Sale Order / Acceptance Letter and the payment will have to be submitted by the Buyer to MSTC, Mumbai or any office of MSTC for collecting the Delivery Order.

**9.0) DEFAULT IN PAYMENT:** In case of default in payment of the balance Sale Value within the prescribed time limits, the due payment may be made together with additional charges @ 1% per week or part thereof calculated on the Full 100% Sale Value for a minimum period of one week or multiple thereof. The Post-Bid EMD/SD will be adjusted towards material value only on receipt of the balance Sale Value within the prescribed time. However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes and MSTC reserves the right not to accept the payment of the Balance Sale Value with or without the additional charges after the expiry of the free payment time.

**10.0) DELIVERY:** to any of the MSTC offices, the Buyer shall obtain Delivery Order from MSTC on producing his eAuction Photo ID Card. In case the Photo ID Card holder deposes any Representative to collect the Delivery Order, he should attest and authorize the signature of his Representative on his letterhead alongwith a self-certified/Notarised Photocopy of his Photo ID Card. Delivery will have to be taken within 07 days from issue of sale intimation by MSTC, inclusive of payment period, irrespective of date of issue of Delivery Order / AS MENTIONED IN LOT DESCRIPTION counted from the date of issue of Delivery Order by MSTC/date of issue of Release Order by PRINCIPAL as the case may be (including the date of issue) in all cases.

**10.2)** Every Bidder registered with MSTC for eAuction participation has been issued a Photo ID Card duly authorized by MSTC and containing the specimen signature of the Authorised Representative of the Bidder's Firm. For the purpose of taking delivery from the PRINCIPAL's Location/Depot/Plant, 7 the Authorised Representative of the Buyer i.e. the authorized Photo ID Card Holder should report to the PRINCIPAL alongwith his original Photo ID Card or the said Photo ID Card Holder may depute any other Representative alongwith Authority Letter on Buyer's Letter-Head after duly attesting the signature of his Representative alongwith a Self Certified/Notarised Photocopy of his Photo ID Card. In case of Defence Depots/Units under Ministry of Defence such Authority Letter of Buyer's Representative will have to be first produced to MSTC for authentication before submitting to the PRINCIPAL. The successful Bidder/Buyer shall co-ordinate the

date and time with the PRINCIPAL in advance and take prior appointment before placement of Trucks to ensure speedy removal of materials. 10.3) The materials sold shall be removed by the Buyers as per instruction of MPT mentioned in Special Terms & Condition, from any one side of the Lot as per the sole direction of the PRINCIPAL and no segregation of items from the sold Lots will be permitted. 10.4) In case any hot-work permission is required for dismantling operations, the same will have to be obtained by the Buyers from the PRINCIPAL's authorized representative before lifting and it will be sole discretion of the PRINCIPAL to allow or not to allow such hot-work permission at Buyers cost only to the extent of facilitating the loading and transportation of the goods. 10.5) For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel and shall keep the Principal fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc. 10.6) While removing materials, if any accident or damage to the property/life etc. arises by reason of any act of negligence /omission /default or non-compliance with any of the Terms & Conditions of statutory regulations or rules and regulations applicable within Principal's premises, on the part of the Bidder's / his representative or employees resulting in death or injury to any persons or damages to the property of Principal or any third Party then in such an event the Bidder will have to pay compensation to any such person including the employees of Principal for such injury / for damage to person's property of such persons. The Bidder shall in such and event keep the Principal indemnified from any demand, claims or proceedings made. 11.0) DEFAULT IN LIFTING: 11.1) In case of any Default in lifting of materials by the Buyer within the prescribed time limit, the outstanding material may be lifted subject to payment of lorry tanker hire charges of Rs. 30,000/- per day by the Buyer directly to the PRINCIPAL for the period of delay. All matters relating to charging of lorry tanker hire charges will be decided by the PRINCIPAL. 11.2) In case of Goods sold on Lot Basis, the lorry tanker hire charges will be calculated on the value of the entire Lot even if lifted in part, where as in case of Goods sold on Unit Weight or Unit Number Basis, the lorry tanker hire charges will be calculated on the value of unlifted quantity. 11.3) However it must be noted by the Bidders that it will be the sole discretion of the PRINCIPAL not to allow the Buyer to lift the Goods with or without the lorry tanker hire charges after the expiry of the stipulated Delivery period or even within the aforesaid as stipulated additional period of 14 (Fourteen) Days and in such event, the sale of the material not lifted by the Buyer(s) will be automatically cancelled and all the moneys paid by the Bidder /Buyer will be automatically forfeited and seller is free to resale the material without any further claims to buyer 12.0) STATUTORY PAYMENTS: The rate of GST Income Tax, Education Cess or any other statutory Duty / Tax / Levy / Charge etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials. The rates of Duties and Taxes displayed on the e-Auction Website are only indicative and based on the rates prevailing before the commencement of the e-Auction. 8 13.0) PERIOD OF CONTRACT: Upto the validity period of the Delivery Order / Release Order issued by MSTC / PRINCIPAL or upto the extended period of validity of the Delivery Order / Release Order in case the Delivery period is extended by the PRINCIPAL at his sole discretion as the case may be. 14.0) SALE OF VEHICLES: 14.1) In case of disposal of Old / Used Vehicles, the following procedure will be normally followed: (a) For RTO Registered Vehicles sold with RC Book (if available with the PRINCIPAL) the sale will be deemed to be for 'Re-use' and Sale Tax will be charged accordingly. All charges for change to ownership shall be borne by the Buyer. In case the RC Book is not available or lost, necessary Certificate in this regard will be issued by the PRINCIPAL to the concerned RTO with copy to the Buyer to enable them to get the ownership transferred. (b) In case of RTO Registered Vehicles sold as Scrap without RC Book, the sale will be deemed as sale of Scrap and GST will be charged accordingly and a Remark will be put on the Delivery Order stipulating that 'Sale is for Scrapping & without RTO Documents'. (c) In case of Ministry of Defence Vehicles not having RTO registration, question of availability of RC Book / Documents does not arise. Normally the Vehicle will be sold as scrap/for Scrapping by stipulating the Remarks in the Delivery Order that 'Sale is for Scrapping / Vehicle not having RTO Registration' and Sales Tax will be charged accordingly. However, instead of sale for scrapping if any Bidder wants the sale to be made for Re-use without stipulating the abovementioned Remarks in the Delivery Order, then Sales Tax will be charged accordingly subject to the Bidder being responsible for all RTO related formalities at his cost. However in all the above cases, the PRINCIPAL will have the sole discretion to decide whether they would sell the Vehicle for Scrapping or otherwise and no complaint / representation will be entertained from the Bidder in this regard. 15.0) SALE OF HAZARDOUS WASTE ITEMS: 15.1) The sale of Hazardous Waste items, namely Waste Oil and

specified categories of Non-Ferrous Metal Waste will be governed by Hazardous Wastes (Management & Handling) Rules, 1989 and its Amendments issued from time to time and the sale of Batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its Amendments. For such items, only those Parties shall be eligible to bid who have Valid Registration Certificates from the State as well as Central Pollution Control Board (PCB) on the date of e-Auction. In case the validity of such license is due to expire after the date of eAuction, it is the responsibility of the buyer to submit notarised copy of extension/ revalidation of the license to MSTC/PRINCIPAL before actual delivery. 15.2) In all cases, however, it will be the Bidder's responsibility to ensure that his SPCB and CPCB Certificates are kept valid at the time of taking delivery of materials and till the materials are processed by him. Participation by any Bidder in the e-Auction will be deemed to imply that he undertakes to comply with all his statutory responsibilities as envisaged under the said Rules including keeping their CPCB & SPCB Certificate(s) valid till the material is processed by them. Bidders are particularly advised to see clause No. 20 of the Hazardous Wastes (Management & Handling) Amendment Rules, 2003. 15.3) At the time of taking delivery, the Buyer shall fill-up and submit Manifest in Form 9 to the Principal as may be directed by the Principal and he shall also submit copies of the Manifest in Form 9 to the concerned State PCB / Statutory Authorities as per Rule 7(4) & 7(5) of the aforesaid Rules. The Buyer shall also have to produce the Original State / Central PCB Certificates to the Principal at the time of delivery for verification & for necessary endorsement thereon by the Principal as required under the HW(M&H) Rules. 9 15.4) In case of Sale of Waste Oil & specified Non-Ferrous Metal Waste involving transport of such material to the Buyer's Plant / Processing Unit located in a State other than from where such items are being sold, the Buyer must obtain and submit 'No Objection Certificate' from the State PCB where the Buyer's Plant / Processing Unit is located, to the Principal before taking delivery, failing which the sale will be treated as cancelled and further action will be taken by MSTC / Principal as may be deemed fit by MSTC / Principal. 15.5) In case of Items other than Waste Oil, specified Categories of Non-Ferrous Metal Wastes and Batteries, which fall under the category of HAZARDOUS WASTE, the sale will be governed by the Hazardous Waste (M&H) Rules, 1989 and its Amendments. 16.0) In case of Goods belonging to Defence Depots/Units under Ministry of Defence and Ordnance Factories, participation in the eAuction by the Bidders shall be deemed to imply that the Bidder undertakes not to export the Goods outside the territory of India, failing which the sale will be liable for cancellation. 17.0) 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. 18.0) The seller and/or MSTC reserve the right to black-list, debar any bidder/buyer due to any act of omission or commission or fraudulent acts indulged or caused to be indulged by such bidder/buyer in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the bidder/buyer pursuant to the e-auction, provided however, that the Seller and/or MSTC shall be obliged to allow an opportunity of being heard to such bidder/buyer before any order of blacklisting/debarment could be passed. Any such order of black listing/debarment that may be passed by the Seller and/or MSTC shall be without prejudice to other right of actions available to the seller and/or MSTC against the bidder/buyer under the e-auction terms and conditions. 19.0) ARBITRATION/ LEGAL JURISDICTION: In the event of any dispute or difference between the parties hereto relating to the interpretation, construction, fulfilment or otherwise of the Agreement, such disputes or differences shall be settled by the process of Arbitration by a Sole Arbitrator to be appointed mutually by the parties to this Agreement. However, in case parties fail to appoint the Sole Arbitrator within thirty days of the invocation of the arbitration by any party, the same shall be appointed as per the provisions of the Arbitration & Conciliation Act, 1996. The venue of such Arbitral proceedings shall be Mumbai. The provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed there under or any statutory modification thereof shall apply to such arbitral proceeding.