



MORMUGAO PORT TRUST  
MATERIALS MANAGEMENT DIVISION  
ENGINEERING (MECHANICAL) DEPARTMENT

Ref. No. : MM/51/Disposal/2006

Date : 04.12.2020

**e-mail:janavendrakumar@mstcindia.co.in**

To,  
Regional Manager,  
M/s MSTC Ltd.,  
607, Raheja Centre,  
Nariman Point, Mumbai 21.

**Sir,**

**Kind Attention of Mr.Amarkumar Joshi**

**Sub: Disposal of old used Scrap materials.**

With reference to the above, enclosed please find a list of items for disposal, along with applicable GST. Kindly arrange to E-auction the following items :-

Sr. No.	Description	Unit	Qty.	HSN	CGST & SGST
01	<b>Hospital Items such as :</b> Autoclave- Ultra dent horizontal high pressure sterilizer=1 no., Autoclave resistant contractor transformer = 1 no., boyles apparatus III 1 no., hoslab deluxe model multipurpose hydraulic pump = 1 no., mobile shadow less lamp ester =01 no., mayo instrument stand = 2 no., laryngoscope blades =1 no., down uterine suction unit = 3 nos. formalin vapor sterilizer = 1 no., Sims vaginal speculum =1 no., artery forcep = 6, varicose vein stoppers= 1 no., hegous dilators = 1 set., sterilizer drums of sterilizers = 6 nos., 1 Kva servo voltage & controlled stabilizer = 1 no., needle syringe destroyer =1 no. electric hot plate = 1 no., pneumatic tourniquet = 1 no., video gastro scope/ colons cope system along with standard accessories = 1 set., pentan video colonoscope standard accessories = 1 set., captura biopsy forces for gastroscop = 6	Lot	01	7204	18%

	<p>nos., net steel autoclave accessories = 32 nos., ERBE silicon electrode= 02 nos., ERBE patient plate cable = 02 nos., ERBE reusable pencil= 15 nos., dragger accessories BPL ECG machine = 01 no. ENT OPD unit VMS = 01 no. Dental, Needle older = 1 no. disposal cautery pencils = 23 nos., monopolar cable = 1 no., reusable cautery pencils = 2 nos., Remi Centrifuge machine = 2 nos. wet grinder = 2 nos. sterilizer = 01 no., cushioned seat wheel chair = 01 no. fumigator = 01 no.</p> <p><b>Miscellaneous items</b> : monopolar cable ,low voltage board, PCB board, reusable cautery pencils, bipolar connecting cable, disposable courtery pencils, measuring tubes, digital wall clock, adapter baby them, tubing's, rebreathing bags, old regulator, humidity sensor, cartridge dispenser, delay electronic timer, door lock cylinder, pressure regulator, potentio meter, cable morns, castor wheels , crash cart bulbs, pothal microscope bulbs, autoclave gloves, magnet bulbs, ecg cable, main cable, sensor, BP cuffs, Anatomical anesthetic face mask, MUA Kit disposal, calculator, photo frame, notice board, pulse oximeter, battery, I V stands, ECG charging wire, nail cutters, wall clock, vaporizer stemmer, hot water bag, stethoscope ECG clams, BP cuff rubber, BP bib, laryngoscope drums, needle burner, water purifier filter, panel ducting, emergency light etc. weighing machine, stabilizer, steel bedpan, straight Artery forceps trolley mirror, alcoholic breath anylyser, pressure cooker, idle cooker box type etc.</p>				
02	<p><b>Accessories old Analog CCTV surveillance system</b> : High speed PTZ Dome Camera= 06 nos., power supply = 09 nos., mount brackets for Dome camera = 09 nos., Data surge protector= 10 nos., high frequency interference blocker = 20 nos., video matrix unit = 01 no., digital camera cyber shot with charger and cord = 01 keyboard controller = 01 no., video distribution amplifier = 20 nos., video., video BNC connectors = 01 no., multi band wireless video system = 10 nos., wireless transceiver system -= 10 nos., repeaters = 01</p>	Lot	01	8548	18%

	no., PC workstation = 03 nos., data surge protector =- 02 nos., high frequency interference blocker = 02 nos., outdoor wireless multiband system = 02 nos., junction boxes =08 nos., compact type PTZ camera = 02 nos., charger with battery cord wire etc.				
03	Sewing machines along with stand 16 nos.	Lot	01	8452	12%
04	Corrugated AC Sheets 80 nos. and Mangalore Tiles 1400 nos.	Lot	01	4808	12%
05	Oil water Separator	No	01	8421	18%
06	Oil Spill chemical dispersant (20 drums of 200 liters)	Lot	01	3402	18%
07	<b>Unserviceable Aqueous Film Forming Foam (AFFF)</b> foam of qty. around 17000 ltrs. is in 2 Nos. fibre glass storage tanks of the Fire Fighting system on the 2 <sup>nd</sup> floor of Tower Monitor Building at Berth No. 8.	Lot	01	3813	18%
08	A Lot consisting old unserviceable e-waste a) Geysers = 2 Nos. b) Water Filter = 01No. c) Water cooler = 01 no. d) LG Refrigerator 260 lts. = 1no. e) Videocon Refrigerator = 1 no. f) Aquaguard filter = 04 nos.	Lot	01	8414	18%
09	Hazardous e-waste consisting Old used batteries of vehicles, Launches/ crafts and UPS batteries etc.	MT	02	8485	5%
10	<b>Unserviceable Fire Extinguishers</b>  1) Water type fire extinguishers ( cap. 9 lts.= 56 nos.) 2) a) DCP ( dry chemical powder) (cap. 5 kg= 01 no. ) b) DCP ( dry chemical powder ) (cap. 10 kg = 01 no.) c) DCP ( dry chemical powder ) (cap. 25 kg= 12 nos.) 3) <b><u>Foam Fire extinguishers AFFF</u></b> a) Foam Fire extinguishers (cap. 50 lts. = 01no.) b) Foam Fire extinguishers (cap. 9 lts. = 09 nos. 4) <b><u>CO2 fire extinguishers</u></b> a) CO2 fire extinguishers (cap. 6.5 kg) 30 nos. b)CO2 fire extinguishers (cap. 22.5 kg)= 02 nos.)	Lot	01	7204	18%

	<p>C)CO2 fire extinguishers ( cap. 2.50 kg ) = 39 nos.</p> <p>d) CO2 fire extinguishers ( cap. 3.50 kg ) = 04 nos.</p> <p>5) CO2 EXT. wheel brackets ( cap. 6.5 kg ) = 13 nos.</p>				
<b>11</b>	Woodworking Machine in working condition	No	01	<b>8465</b>	<b>18%</b>
<b>12</b>	<p>11 KV Vacuum Circuit breaker panel make MEI= 01 no.</p> <p>11 KV Minimum oil Circuit breaker = 01 no.</p> <p>11 KV Vacuum Circuit breaker = 01 no. ( lot of 3 nos.)</p>	Lot	01	<b>8548</b>	<b>18%</b>
<b>13</b>	<p>Lot consisting of old used condemned items consisting of High mast fittings, 250 watt fittings., 400 watt fitting, 70 W smoke detector, post top lantern fittings, manual call point &amp; sounder, helmets, indoor units, tub light frames, condemned tube light, all types bulbs, oil boom sections, hose pipes, flush tank, road sweeper filters, used hoses, rubber scrap rubber/fibre items, empty tins of paint 20lits, 16 lts., 10 lts., 5 lts. 4litrs, 2 lts.,1 lts., Plastic cans of one litrs, 5litrs and 10 litrs, 20 lts., 50 lts., plastic items, spray bottles, diograph from Radiology Approx. 150 kg etc. (Approx. wt. 0.500 MT all items to be lifted on clean sweep basis)</p>	Lot	01	<b>8543</b>	<b>18%</b>
<b>14</b>	<p>Old used Mixed electrical items consisting of fan regulators, MCB, limit switches, piano switches, sockets, fuses, starters, igniters, meggers, tachometers, ammeters, holders, angle holders, MCCB, AC fan, AC blower, ICTP, telephone wire, meter boxes with meter, relays cable pieces, digital clamp meter, walkie talkie charging adapter, walkie talkie charging holder, VHF hand set, switching unit, timer, porcelain holders, heating element, bells, voltage regulator, timers, insulators, switch boards, distribution boards, contactor, Coils, electric meter, top latten fittings, digital clamp meter, digital multimeter, clamp meter, lux meter, analog multimeter , digital earth resistance tester, kenta electronics maritime VHF duplex transceiver cabinet, hard disc SMPS, mother board , CD drive cassette players, cassette, GP antenna, coaxial cable, 3 phase meter, water meter, unserviceable ESAB potable welding</p>	Lot	01	<b>8548</b>	<b>18%</b>

	machine , hand drilling machine (Lot of around 150 kgs )				
15	Assorted MS Scrap such as corroded angles & flats, channel, corroded MS rails, Chokes boxes, junction boxes, control panel, smoke detector, manual pull station, sounder, response indicator, collapsible steel gate, wheels, pieces of rails, old used bearings, rods, chain link, MS chain, grills, gates, swivels, aluminum glazed windows, steel scrap M.S. plate, ladders, sheet, metal drum, steel table cabinet, old winch drum, winch gears, MS pipes, MS pipes stand, beds metallic MS frame,MS gate structure, outdoor unit with/without compressor , outdoor AC stand, used hoses, rubber scrap, old used wire rope, dual hose boxes, filing cabinet, metallic drums, stretchers, etc. (all items to be lifted on clean sweep basis)	MT	15	7204	18%
16	Newspaper,waste paper shred & old records	MT	25	4704	12%
17	Old used Telephone unit ( Approx. 300 nos. )	Lot	01	8517	18%
18	Old used empty drums of grease & oil cap. 210 lts.( total 50 nos. )	Lot	01	7204	18%
19	Old used Bibcock, pillar cock, stop cock, float valve, full way valve, etc.	MT	0.290	7204	18%
20	Old used HDPE tanks of 5000 lts. = 1 no. 3000 lit = 2 nos. 2000 lit= 6 nos. 1000 lit= 7 nos. 500 lit = 1 no. 300 lit = 1 no. ( total 18 nos.)	Lot	01	8465	18%
21	Old used Valve = 06 nos. Old point machine motor = 01 no.	Lot	01	7204	18%
22	Old used HPSV Chokes consisting of 1000w 400W, 240W, 150W, 70W & 40 W tube light chokes etc.	MT	01.00	8548	18%
23	Old used ceiling fan, fan blades , Pedestal fan, wall mounted fan, exhaust fan etc	MT	1.00	7204	18%
24	Condemned office furniture consisting of Steel coat = 10 nos., filing cabinet = 02 nos., loker = 01 no. wooden cupboard = 01 no. plastic chairs= 10 nos., cane chairs =30 nos. revolving chairs = 10, computer chair = 01,	Lot	01	7204	18%

	steel arm chair = 02, wooden cabinet = 03, cushion chairs = 10 nos., office chair= 07				
25	Lot of consisting Electronic e-waste Laptop = 13 nos. CPU = 19 nos. UPS APC make = 09 nos. UPS = 81 nos. UPS 2200 VA= 02 nos UPS 800 VA = 04 nos. Keyboard = 6 nos. Mouse = 05 nos. Computer monitor = 06 nos. Fax machine = 01 no. Scanner & Printers = 08 nos. Core switch = 01 no. Network switch = 05 nos. Remington Typewriter = 01 no. Facit calculating machine = 01 Ricoh cyclostyling Ricoh make = 01 no Ricoh copier make = 01 no. Cannon copier cannon make = 01 no. Old Xerox machine = 01 no Stat fax machine = 01 no. Centrifuge machine = 02 no. Catridges & printers ribbion ( Approx. 50 kgs)	Lot	01	8418	18%
26	Glasses, coaster etc. CTH no. 70133700 ( Applicable rate of duty Excluding local taxes , if any 43.96%) ( Only material from container will be sold ) <b>Container no. TTNU5291015</b>	Nos	1056	7001	5%
27	Cast Aluminum CTH no. 76020010 ( Applicable rate of duty Excluding local taxes, if any 24.49%) (Only material from container will be sold) <b>Container no. MRKU6145371</b>	kg	22,000	7602	18%
28	Heavy melting scrap CTH no. 72044900 ( Applicable rate of duty Excluding local taxes , if any 37.47%) ( Only material from container will be sold ) <b>Container no. TCKU3964871</b>	kg	18,820	7204	18%
29	Spares for containing such as bolt GI, glasssheet, mangalore Roof Tiles, cloths, stationary items, socket, oilseal, gasket, valve, computer stationary items, roller bearing , tyre rubber, oil filter cartridges, brake lining, etc. 261 items encl. at Annex. "I"	Lot	01	7204	18%

1. Quantities put up for disposal on weight basis are only projected quantities. It may be plus or minus 10%. The excess quantity available at the time of delivery will have to be lifted by the bidder on payment towards excess quantity.

Items put up for disposal are on **"as is where is basis and no complaint basis"**. Materials is to be lifted as per the instructions of our representative.

**2. (i) IMPORTANT NOTE :-** The bidders participating in item at **Sr. No. 06, 07, 08, 09 & 25** should be registered with the MOEF/CPCB Ministry of Environment and Forests/ Central Pollution Control Board as recyclers/pre-processors having environmentally sound management facilities. They should produce a valid certified copy of the certificates of registration, failing which they should not be allowed to participate for this item. The delivery period for lifting of material is 30 days.

**(ii)NB: Please note that TCS is not applicable on sale of scrap of Mormugao Port Trust. Hence you are requested not to levy TCS at the time of issue of sale acceptance letter/delivery order to the highest bidder.**

**(iii) Item at sr. no. 26, 27 & 28 only material inside the container will be sold ( i.e. exclusive of container )**

**(iii) Item at sr. no.16 to be shredded compulsory by the bidder before taking delivery.**

### **3. ADDITIONAL TERMS & CONDITION FOR SR. NO. 07**

#### **INFORMATION & GUIDELINES FOR AFFF DISPOSAL WORK FOR THE HIGHEST BIDDER**

- 1) Presently Aqueous Film Forming Foam (AFFF) of quantity around 17000 ltrs. is stored in 2 Nos. Fibre Glass Tanks of 10 KL capacity each .
- 2) Each Tank, of dimension 2000mmx6880mm, is having individual shut off Valve fitted at Discharge side. The quantity of AFFF is mentioned is approximate, however actual disposal quantity may vary and can be ascertained by inspecting site.
- 3) The discharge line for disposal of foam is about 2" dia. which is at Pump House of Tower Monitor Building at 0.5 mtr. below the road level.
- 4) **The Disposal party / H1 bidder will have to follow the following guidelines:**

- a) The Disposal action will be carried out only when no POL vessel is at berth No. 8 and same is to be carried out during daytime only.
- b) At first AFFF from 1 tank ie. approximately 8500 ltrs. is to be taken out. The other tank will be isolated during that time. After draining from 1<sup>st</sup> tank, the tank has to be flushed with water and has to be drained once again for removing any residues. The water for the same will be arranged by Port.
- c) After removal of all AFFF from 1<sup>st</sup> tank, Port will take action for refilling new foam in this tank.
- d) After completion of refilling of foam in 1<sup>st</sup> Tank Port will inform party to take action for removing foam from 2<sup>nd</sup> Tank, which also has to be carried out when no POL vessel is at Berth No. 8 and during daytime only. After draining from 2<sup>nd</sup> tank, the tank has to be flushed with water and has to be drained once again for removing any residues. The water for the same will be arranged by Port.
- e) Party shall arrange their own drum/Barrel or a tanker having sufficient quantity to store/transport the foam. The necessary in & out gate pass for men and material will be issued by MM department.
- f) Party shall take all the necessary safety precautions while removing, storing, transporting, disposing of the subject AFFF as per the standard environmental guidelines with regard to disposal of the same.
- g) Foam tanks are fitted on 2<sup>nd</sup> Floor of Fire Fighting building and for disposal purpose gravity flow system is to be used.

#### **4. General Terms & Conditions**

**(1) Items put up for disposal are on as is where is basis and no complaint basis. Materials is to be lifted as per the instructions of our representative. It is the responsibility of bidders to inspect the material before bidding in the e-Auction.**

**(2) All safety and labour laws have to be followed. Permissions if any should be obtained before Material is to be lifted as per the instruction of MPT representative by providing contractors own manpower & equipments.**

**(3) The area is Custom Bound. Permission of the Customs Office has to be obtained to remove the material from the gate if required. However, Port shall assist by issuing necessary letters.**

**(4) The highest bidder will have to pay all the Taxes and duties applicable before lifting of the material. The entire work shall be completed by the highest bidder after full payment of material within **30 days** from the date of issue of Delivery Order.**

**(5) The Contractor shall follow all safety norms throughout the period of work. Provisions of Bureau of Indian Safety Standards and other sound engineering practices shall be followed for the same.**



**(6) The Contractor shall take all the precautions for rain, storm etc. and no liability shall rest with the Chief Mechanical Engineer for any loss of plant, machinery, labour or in cases of cost involved due to re-erection, rectification, remobilization, or retrieval of lost machinery etc. due to any unforeseen factors.**

**(7) Damages Any existing services or other properties if damaged or demolished during the course of execution either wilfully or negligently, shall be repaired or re-erected by the Contractor. The Contractor will take all precautions against damages due to rain and storm and no liability shall rest with the Chief Mechanical Engineer/ Mormugao Port Trust for any loss for redoing of any work due to this account. Existing Port services coming in the way of execution of this work etc. have to be adequately considered and supported by the Contractor at his own cost so as to avoid any obstruction or delay into delivering the contractual services.**

**(8) In case of any accidental damage caused by the Contractor to the Port assets, the contractor shall arrange to rectify and reinstall those services immediately. Alternately, the Port shall undertake such repairs and recover the entire costs from the contractor, and the contractor shall not object to the same.**

**(9) The contractor shall arrange at his own risk and cost towards security services for the man and equipments deployed at work site.**

***Liquidated Damages : In the event of failure by the highest bidder to remove/clear scrap materials within the time stipulated in the delivery order or by 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 0.5% per week or part thereof subject to maximum of 5% of the total quoted price.***

***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 read along with the GTC & BSTC and agreed the same in toto.***

***Seller reserves the right to accept or reject any or all offers without assigning any reasons whatsoever.***

**CAUTION**

- 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 e auction 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.
- 2) The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the 'Live' e auction 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 e auction Registration with MSTC. The Material List & STC displayed under 'View Forthcoming Auctions' on MSTC's e auction Website are tentative and subject to change at MSTC's sole discretion before the start of e auction. 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 e auction Website and clicking on 'NEW USER'. Participation in the e action 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)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.

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.

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 e auction even though such amount / money may be lying with MSTC / Principal on account of the said Bidder against any other contract/ transaction.

1.0)All the offer shall be valid for a period of 90 days from the date of closing of e- auction.

2.0) The materials offered for sale must be inspected prior to due date of e-auction. For inspection & other related matters, bidders may contact **Contact person for Inspection : (1) Sh. Alberto Gama, AMM II(D) - Ph. No. 0832-2594510, (2) Sh. Prakash Kavlekar, AEN (M) - Ph. No. 0832-2594533, (3) Sh. Vishwas Narvekar, Sr. SK - Ph. No. 0832-2594508.**

3.0) Material list & STC displayed under 'view forthcoming auctions' on MSTC's e-auction website are tentative and subject to change at the sole discretion of MSTC/Principal before the start of e-auction. Bidders should, therefore, download the material list and STC displayed only under view live auctions for their record purpose, if required, and bid accordingly.

4.0) **The EMD shall be @10% of the net sale Value quoted (excluding taxes & duties) for Lots sold on 'Accepted' and 'STA'. Upon issue of the sale order the EMD shall automatically be converted into Security Deposit. The Security Deposit as specified in Sale Order shall be adjusted only at the time of final payment. It should be noted that failure to submit post bid EMD / SD within above stipulated time will result in automatic deactivation of buyer's login from MSTC System for a minimum period of six (06) months. Thus the bidders shall be debarred from participation in any auction being conducted by MSTC for a minimum period of six (6) months. Buyers login may however be activated only if**

**full payment (Material Value + Applicable Taxes & Duties) is received within 22 working days from the date of closing of e-auction.**

5.0) E-auction lot Status/result: 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 which will be displayed up to 7 (Seven) days from the date of Closing of e-Auction (excluding the date of closing of e-Auction) and payment of Post-Bid EMD/SD must be made accordingly. Although immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Highest Bidder for accepted/STA lots. The bidders must always keep their registered email account valid, failing which bidders will be liable for non-compliance of payment/delivery instructions if issued by MSTC/SELLER from time to time.

6.0) The Contract shall be treated as having been entered into upon issuance of signed sale order-cum-Acceptance letter by MSTC in favor of the successful bidders. The period of contract shall be of **30 days** from the date of last Delivery order by MSTC against full payment made by the party. The contract shall be deemed to be complete as soon as the Area is cleared of the entire material allotted or on completion of the period of contract as mentioned above, whichever is earlier.

7.0) All the materials are offered for sale on AS IS WHERE IS basis Ex works Owners, RATE MUST BE QUOTED ON UNIT BASIS FOR EACH LOT SEPARATELY NOT PART THEREOF i.e. in Rupees per unit only. The quantity indicated against the lot are purely indicative.

7.1) The quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift the allotted quantity(+/-10%). In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count.

8.0) Rate must be quoted exclusive of applicable taxes and duties which will be charged as on date of delivery. Any variation in such taxes and duties will be borne by the buyers.

9.0) The Bidders/customers workmen shall have to abide by the rules regulation including safety & security regulation of the relevant statutory Acts. Entry inside the works should only be against Gate pass for the men and equipment for which purchaser will have to apply well in advance before lifting commences.

10.0) The Buyer will employ his own labor and means; at his own cost and risk for removal/collection/shifting of scrap as per schedules and payment of wages/compensation to the labourers will be the sole responsibility of the buyer. The purchaser shall ensure that his workmen do not loiter around within the stores area of the factory areas. They shall not touch any material except those material shown to them. If any of his workmen is even found violating these restriction, the purchaser shall be responsible for making good the loss to the owners on which their decision shall be final and binding.

11.0) **PAYMENT PERIOD:** In case of confirmed Lots, payment for full material value plus all duties & taxes have to be made within 22 days from the date of acceptance of lot. Failure to deposit balance sale value (after depositing post bid EMD as stated in Clause 5 above)

shall lead to forfeiture of EMD deposited by the buyer.

11.1) If payment against basic cost only is deposited and amount of GST and Late Payment Fee, if any, etc. is not deposited by buyer then the seller/stockholder at its own discretion shall issue relevant site delivery order for reduced quantities after adjusting the Sales Tax/ Late payment charges etc.

11.2) For delayed payment of balance sale value along with taxes and duties, late payment charge @ 1% per week or part thereof for a maximum period of 14 calendar days has also to be charged which should also feature in the STC. However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes MSTC/Seller reserves the right not to accept the payment of the Balance Sale Value with or without the additional charges after the expiry of the due payment time as mentioned above

**12.0) DELIVERY PERIOD:** The highest bidders will have to pay all the Taxes and duties applicable before lifting of the material. The entire work shall be completed by the highest bidder after full payment of material within 30 (Thirty) days from date of issue of delivery order. (including date of issue)/or as stipulated by MSTC LIMITED.

12.1) In case of delayed lifting, the collection of Liquidated damages in advance shall be the sole responsibility of the seller before effective delivery. The rate of **Liquidated damages for delay to complete the work a sum of 0.5% per week or part thereof subject to maximum of 5% of the total quoted price.**

12.2) In case of Goods sold on Lot Basis, the Liquidated damages will be calculated at the rate specified above 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 Liquidated damages will be calculated on the value of unlifted quantity However it must be noted by the Bidders that it will be the sole discretion of the Seller not to allow the Buyer to lift the Goods with or without the Liquidated damages after the expiry of the stipulated free Delivery period or even within the aforesaid additional period 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.

13.0) MSTC/SELLER reserves the right to withdraw in part or full or to close the contract any time during the currency of contract without assigning any reason thereof. This will not entitle the buyer to demand compensation or right for delivery of full quantity by way of extension of contract.

14.0) After the submission of bid(s) by the Buyer, a presumption would be drawn that the buyer has inspected the material and has satisfied himself about the nature, quantity ,quality, other technical specifications, taxes-duties and legalities prior to the e-auction. No complaint, whatsoever, on the points referred above, would be entertained after the submission of the bid.

### **15.0) SALE OF VEHICLES:**

**15.1) 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'.*

*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.*

#### **16.0) SALE OF HAZARDOUS WASTE ITEMS:**

*16.1) 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 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 Starting Date of e-Auction. If the Bidder had the said State PCB and /or CPCB Certificate(s) which expired within 30 (thirty) days before the date of starting of e-Auction, he should submit a copy of the expired Certificate(s) and a copy of his Application for extension with a proof of submission of the Application at least one working day before the starting date of e-Auction (within 3 PM).*

*16.2) The Parties eligible for purchase of Hazardous Waste shall be allowed access on the live eAuction floor for participating in the bidding only after they have registered themselves online on the eAuction Website of MSTC by selecting the relevant items of Hazardous Waste on the Supplementary Registration Form hyperlinked to the Buyer Registration Form. Bidders for HW Items are also required to get the validity period of their CPCB Certificate recorded on the Website in their Buyer Registration Form through MSTC and then only their Password will be activated for allowing him to Bid for HW Item. There is no provision in the Website for recording the validity period of Buyers SPCB Certificate. If the validity of Bidder's CPCB Certificate has expired on the Starting Date of eAuction, then there is likelihood of his Password being deactivated, hence the Bidder must ensure to produce valid CPCB Certificate or proof of Application to CPCB for extension to MSTC as mentioned above to get his Password duly activated before the Starting Date of eAuction.*

**16.3) Wherever the Bidder has been allowed to participate in the eAuction on the basis of submission of said proof of Application for extension of his SPCB/CPCB Certificate, he must submit copy of the Valid SPCB/CPCB Certificate(s) along with and within the stipulated time of payment of Balance Sale Value failing which his Bid will be treated as invalid.**

**16.4) 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.**

**16.5) 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.**

**16.6) 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.**

**16.7) 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.**

**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 black-listing/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. 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.*

Kindly arrange for E-auction of these items. Also issue an advertisement in the news paper as per selling agency agreement and arrange to send copy of the advertisement to this office. The due date for e-auction may be fixed on **06/01/2021**.

**Thanking you,**

**Yours faithfully,**

**Chief Mechanical Engineer (I/C)**

