

Auction Details		
<b>Auction No</b>	MSTC/WRO/Mormugao Port Trust/2/Baina/20-21/30791[281377]	
<b>Opening Date &amp; Time</b>	25-02-2021::12:00:00	
<b>Closing Date &amp; Time</b>	<b>Scheduled Time</b> <u>25-02-2021::16:00:00</u>	<b>Closed At</b> <u>25-02-2021::16:00:00</u>
<b>Inspection From Date</b>	17-02-2021	
<b>Inspection Closing Date</b>	24-02-2021	
<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>	0832-2594218/2594533/2594508
<b>Fax</b>	0832-2520227
<b>Email</b>	mm@mptgoa.gov.in
<b>Contact Person</b>	Mr. Kishore Dessai, Mr. Kawlekar and Mr. Vishwas Narvekar

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTIT Y	ED/(ST/VAT)	LOCATION	EMD Amount
<b>Lot No.:</b> 01 <b>Lot Name:</b> Dismantling and Disposal of Transit Shed roofing and Trusses	Dismantling and Disposal of Transit Shed roofing and Trusses. Material put up for disposal are on as is where is basis and no complaint basis HSN Code - 7204 Contact persons	1.0 LOT	As Applicable /18.0%	MPT,ENGINEERING MECHANICAL DEPT,ADMINISTRATIVE OFFICE, HEADLAND SADA GOA-403804 State :Goa	<b>500000.00</b>

	for inspection : 1)Kishore Dessai, Dy.MM - Ph.No.0832 2594218 2) Prakash Kavlekar, AEN(M) - Ph.No.083225945 33 3) Vishwas Narvekar, Sr.Store Keeper- Ph.No.083225945 08  <a href="#">Click here for Annexure.</a>				
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**Total No of Lots = 1**

### **SPECIAL TERMS & CONDITION**

#### 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: Tanmoy Sarkar,./ AM,  
Phone No. 022-22886268 (D); MOBILE - 8349894664; 022-22886261, ext.13  
Email id: tsarkar@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.

***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 help desk number-022-22870471**

#### **ADDITIONAL TERMS & CONDITION**

- Additional Terms & Conditions :
1. All the steel material, roof sheets etc. generated during dismantling shall be taken by successful bidder.
  2. All the vertical structure of the transit shed will remain intact and not to be damaged during dismantling of the roofing and trusses.
  3. Pre Bid EMD Rs. 10 Lakhs. The same will be refunded after successful completion of the work.
  4. All debris to be shifted and taken away by the contractor on his own arrangement. The debris generated shall be transported as per the direction of Chief Engineer/MPT within Port premises.
  5. The bidders are requested to inspect the site. Material put up for disposal are on as is where is basis and no complaint basis
  6. All safety and labour laws have to be followed. Hot cutting permission will have to be obtained before commencement of the works. Material is to be lifted as per the instructions of our representative by providing contractors own manpower & equipments.
  7. The area is Custom Bound, permission of the Customs Office has to be obtained to remove the material from the gate, however Port shall assist by issuing necessary letters.
  8. Please note that TCS is not applicable on sale of scrap of Mormugao Port Trust. Hence, MSTC is requested not to levy TCS at the time of issue of sale acceptance letter/delivery order to the highest bidder.
  9. 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 150 days from date of issue of delivery order.
  10. MSTC to kindly indicate the same in e-auction terms. All other Terms & Conditions as per MSTC e-auction.

Payment Terms : As per MSTC Terms & Conditions.

Liquidated Damages : In the event of failure by the highest bidder to dismantle and disposal of transit shed roofing and trusses 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. 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.

**(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.**

**General Terms and condition:**

MSTC Ltd. Shall hereinafter be referred to as MSTC and Mormugao Port Trust, Baina WESTERN REGION, MUMBAI as owner/seller for lots.

1. Bid Validity : All the offers shall be valid for a period of 90 days from the date of closing of e- auction.

2. 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 AT MPT. Mr. Kishore Dessai (0832-2594218), Prakash Kawlekar (0832-2594533) and Vishwas Narvekar (0832-2594508).

3. 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.

4.1) Payment Of Post-Bid EMD/SD : Within 7 (Seven) days from the date of closing of e-Auction by the highest Bidder whose bid is accepted and within 7 days from the date of acceptance of the Lot(s) by the seller in case of Lot(s) under STA, Non-payment will result in automatic deactivation of Bidder's Password. 4.2) Payment of balance Sale Value/Full Payment: Within 22 (Twenty-two) days from the date of auction for approved lots and 22 (Twenty-two) days from the date of approval in case lots are on STA and approved on later date after the auction date. 4.3) EAuction 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 eAuction and payment of Post-Bid EMD/SD must be made accordingly. 4.4) 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. 4.5. 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.

5. 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. 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 sixty 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. 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. 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. 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 laborers 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 close of e-Auction. 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 Sales Tax/VAT 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

12.1 DELIVERY PERIOD: The successful bidders shall lift the all allotted material lying in the lot allotted to them by employing their own labor and transport at their own cost within 30 Days (Thirty Days) from the date of Delivery Order (including date of issue)/or as stipulated by MSTC LIMITED.

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12.2 In case of Goods sold on Lot Basis, the Ground Rent 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 Ground Rent 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 Ground Rent after the expiry of the stipulated free Delivery period or even within the aforesaid 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.

13. 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 The contractor shall arrange at his own risk and cost towards security services for the man and equipments deployed at work site. of full quantity by way of extension of contract.

14. 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 Sales Tax 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.

#### 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 Buyer's 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) alongwith 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 Catagories 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) 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.

18.0) 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.

19.00 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: This will be applicable as per the relevant Clauses stipulated in the Buyer Specific Terms And Conditions already accepted by the Bidders at the time of Online Registration by him on the MSTC eAuction Website.

20.0) 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).

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 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.

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

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