

Auction Details		
Auction No	MSTC/WRO/Mormugao Port Trust/7/Baina/19-20/26720[233653]	
Opening Date & Time	30-11-2019::12:00:00	
Closing Date & Time	Scheduled Time <u>30-11-2019::16:00:00</u>	Closed At <u>30-11-2019::16:00:00</u>
Inspection From Date	22-11-2019	
Inspection Closing Date	29-11-2019	
EMD Type	No EMD	

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

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
Lot No. :01	Disposal of contaminated Naphtha from the M.T. Nu Shi Nalini - Qty. approx. 2000 MT	1.0 LOT	As Applicable /18.0%	M. T. Nu Shi Nalini, Mormugoa Port Trust State :Goa
PCB GRP :[PRE-BID EMD FOR WRO 06]				
Lot Name :Disposal of contaminated Naphtha from the M.T. Nu Shi Nalini- Qty. approx.2000 MT	Bidder shall quote on lumpsum basis, only. The quantity may vary. However, port/MSTC will not guarantee the quantity.			

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, STC of MPT then the provisions of STC of MPT will supersede others in the particular e-auction

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.

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](tel:022-22829565)

[CLICK HERE FOR BUYER REGISTRATION PROCEDURE](#)

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

Contact person at MSTC: /Amarkumar Joshi, ए. ए. / AM,
Phone No. 022-22886268 (D); 022-22886261, ext.13
Email id: janarendrakumar@mstcindia.co.in

DISPOSAL OF CONTAMINATED NAPHTHA FROM THE M.T. NU SHI NALINI - APPROX. QUANTITY IS 2000 MT on "as is where is what is and no complaint basis".

BIDDERS ARE REQUIRED TO SUBMIT PRE-BID EMD FOR PARTICIPATION AS UNDER:

AMOUNT OF PRE-BID EMD FOR FOREIGN BIDDERS:	USD 14,500/- (US Dollars Fourteen Thousand Five Hundred only)
AMOUNT OF PRE-BID EMD FOR INDIAN BIDDERS:	INR 10,00,000/- (Indian Rupees Ten Lakhs only)
Last Date/time for submitting pre-bid EMD with MSTC Ltd., Mumbai:	29.11.2019 (Friday) Up to 2000 hrs (IST)
Commencement of e-Auction:	30.11.2019(Saturday), 1200 Hrs (IST)

IMPORTANT NOTE:

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

(D)Transfer of USD amount may take 3 to 4 days of time, hence, while transferring Pre-bid EMD amount, bidder must make all necessary

arrangements so that Pre-bid EMD amount shall be credited to MSTC LTD well before due date and time.

(E) In case of receipt of any short amount towards Pre-bid EMD, bidder's login can not be activated for participation. Hence suitable arrangement must be made by the bidder so that pre-bid EMD amount in full will be credited to MSTC LTD bank account.

(F) PRE BID EMD OF NON SUCCESSFUL BIDDER SHALL BE REFUNDED WITHIN 7 WORKING DAYS AFTER CLOSE OF E-AUCTION.

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

(2) Pre-bid EMD is of USD 14,500/- (US Dollars Fourteen Thousand Five Hundred only) or INR 10,00,000/- (Indian Rupees Ten Lakhs only). The MSTC New York bank details and MSTC Mumbai bank details are given below:

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

For USD Dollar payments only - Name and Bank Details of the MSTC Ltd

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

For Indian Rupees payments only - MSTC MUMBAI BANK DETAILS:

Name of the beneficiary	:	MSTC Limited
A/c Number	:	019081400000071
Bank Name	:	YES BANK LTD
Branch Name	:	DALHOUSIE BRANCH
Centre	:	KOLKATA, WEST BENGAL
Bank IFS Code	:	YESB0000190

Bidders are required to sent an e-mail to janarendrakumar@mstcindia.o.in stating Pre Bid EMD payment transfer details i.e. UTR No., Amount, UTR Date, e-A No., e-A date, Lot No. etc. along with buyer Number to Seller / MSTC on provided e-mail id's as above to enable MSTC to confirm receipt of payment and activate buyer accordingly for participation. Without receipt of mail buyer can not be activated.

The pre bid non-interest bearing EMD made by the intending bidder through RTGS/NEFT/Electronic transfer would be deemed to have been received, only if the same is credited to MSTC's Account by 2000 hrs. (IST) on the 29.11.2019(Thursday); otherwise the Bidder would be deemed to have committed

default and shall be treated as per provisions of the Terms and Conditions of this e-auction.

Please note that intending Bidders should ensure that the payment of EMD is deposited in such a way that the same is credited to MSTC's account as mentioned above.

(3) Bidders are advised to seek clarification, if required, regarding the material at least 24 hrs prior to submission of bid in the e-auction from Seller. No dispute in this regard will be entertained by the Seller/Selling Agent after submission of bids. The successful Bidders will not raise any dispute regarding the terms and conditions of the e-auction or about the particulars or condition of the material or contest the same once the Bidder has been declared as the successful bidder for the said material.

I SPECIAL TERMS AND CONDITIONS FOR SALE OF ABOVE PETROLEUM PRODUCT BY MPT :

Note: The Details /Location of the item listed above is only as per available records. Sale is on "AS IS WHERE IS" & "NO COMPLAINT BASIS". Bidder must verify the facts before bidding.

- i) The item is a Hazardous Petroleum Product.
- ii) Delivery of the above item will be given on 'As is where is' basis.
- iii) The ownership of the item 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.
- iv) Delivery will be permitted at the current location or designated location for the item. Delivery is to be undertaken subject to the compliance / submission of the following documents by the purchaser.
 - a) NOC / permission issued by the Customs Department for removal/disposal of above mentioned petroleum product.
 - b) Any other Government clearances, approval, etc. as required by the prevailing Regulations to be obtained by the bidder and cost towards the same shall be borne by the bidder.
 - v) Any duty or charges payable to any other Government office/Board (Excise Duty /Octroi etc.) shall be borne by the Purchaser/successful bidder, as applicable.
 - vi) The fulfillment of any statutory requirement will be the responsibility of the purchaser at all time.
 - vii) The delivery period starts from the date of full payment or as directed by MPT.
 - viii) During the handling cum transportation, any damages, if any, to the port property, shall be rectified by the bidder or else MPT will rectify the damage at the risk and cost of the bidder.
 - ix) Harbour Entry Pass will be given for men and materials including transport vehicle, free of cost.
 - x) The bidder has to ensure compliance of all dock safety norms during this operation.
 - xi) The bidder have to arrange for the necessary personal protective equipments for their men and materials including insurance cover, EPF etc. and the same shall be arranged by the bidder.
 - xii) This sale of Cargo is only for Transshipment purpose as goods are not cleared for home consumption as per Section 54 of the Indian Customs Act 1962.
 - xiii) In case the bidder fails to mobilize the ship for transfer of the cargo within the stipulated mobilization time, all expenditures involved in the storage charges, idle

charges, manpower and machineries etc. shall be borne by the buyer/bidder.
(xiv) Besides, Naphtha, bidder has to take away all the slop/mixes/water-naphtha etc.

II MODE OF PAYMENT:

- a) The payment of sale value amount to be made by e-Payment Link provided in Buyer's Login ID with MSTC Limited / by way of 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.
b) The successful bidder shall have to remit 25% of the sale value within 2 Bank working days from the date of Acceptance of Lots / issue of acceptance of sale intimation letter by MSTC/MPT.
c) The balance payment of 75% of the sale value along with applicable GST shall be paid within 10 days from the date of Acceptance of Lots / issue of acceptance of sale intimation letter by MSTC/MPT.

III MOBILISATION PERIOD

The successful bidder should deploy their own vessel for ship to ship transfer with all the necessary and required accessories, equipment, manpower, etc. within four days, strictly, from the date of intimation by MPT.

IV FORFEITURE CLAUSE

- i) If the Bidder is not paying 25% of the bid value as a token of acceptance as per the stipulated period mentioned in the Mode of Payment, the pre-EMD will be forfeited.
ii) If the Bidder is not paying 75% of the bid value within the stipulated period as per the Mode of Payment, then, both the pre-EMD and 25% of the bid value will be forfeited.

(V) The prospective buyer who intends to participate in purchase of Naphtha through MPT Selling Agency i.e. M/s. MSTC Mumbai, should comply with following KYC Norms:

KYC Norms (for bidders)

- a) For foreign bidders:
I. Letter of good standing from a reputed bank with details of bank account of the bidder along with the solvency certificate from the bank.
II. Cancelled cheque(s) from their bank account(s) to be submitted.
III. Certification of Registration or Certificate of Incorporation.
IV. For countries not having system of registration, Identity confirmation letter from Chamber of Commerce.

b) For Indian bidders:

- i) PAN Card
ii) Goods and Services Tax (GST) Registration certificate. (provisional certificate can be submitted till the time the final certificate is issued to the bidder by concerned GST Jurisdictional authority, VAT /CST Registration Certificate.
iii) Cancelled cheque(s) from their Bank account(s) to be submitted.
iv) Certification of Registration or Certificate of Incorporation.

Note:

- 1) Bidders already registered shall be allowed to participate only after compliance with the revised KYC norms.

- 2) All financial transactions towards sale of vessel must be made by the authorized and identified bidder only through the bank account (registered with MSTC) in respect of which the cancelled cheque is given, irrespective of whether bidder is Indian or Foreign.
- 3) KYC documents should be strictly in the name of bidders only.

(VI) Legal Jurisdiction/Arbitration:

In the event of any dispute or difference between the parties hereto relating to the interpretation, construction, fulfillment 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.

[CLICK HERE FOR STC](#)

Auction Details		
Auction No	MSTC/WRO/Mormugao Port Trust/8/Baina/19-20/26723[233656]	
Opening Date & Time	30-11-2019::12:00:00	
Closing Date & Time	Scheduled Time <u>30-11-2019::16:00:00</u>	Closed At <u>30-11-2019::16:00:00</u>
Inspection From Date	22-11-2019	
Inspection Closing Date	29-11-2019	
EMD Type	No EMD	

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

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
Lot No. :01	Furnace Oil - Approx. quantity is 50 MT	1.0 LOT	As Applicable /18.0%	M. T. Nu Shi Nalini, Mormugoa Port Trust State :Goa
PCB GRP :[Used Spent/Burnt Oil/Used Lube Oil/Used Engine Oil]				
Lot Name :Furnace Oil - Approx. quantity is 50 MT				
Lot No. :02	Diesel Oil - Approx. Qty. is 19 MT	1.0 LOT	As Applicable /18.0%	M. T. Nu Shi Nalini, Mormugoa Port Trust State :Goa
PCB GRP :[Used Spent/Burnt Oil/Used Lube Oil/Used Engine Oil]				
Lot Name :Diesel Oil - Approx. Qty. is 19 MT				

Total No of Lots = 2

SPECIAL TERMS & CONDITION

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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](#)

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

DISPOSAL OF (A) FURNACE OIL - APPROX. QUANTITY IS 50 MT AND (B) DIESEL OIL - APPROX. QUANTITY IS 19 MT FROM THE M.T. NU SHI NALINI STRICTLY on "as is where is what is and no complaint basis".

I SPECIAL TERMS AND CONDITIONS FOR SALE OF ABOVE PETROLEUM PRODUCT

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 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 issued by the Customs Department for removal/disposal of the above mentioned petroleum products.
 - b) Any other Government clearances, approval, etc. as required by the prevailing Regulations to be obtained by the bidder and the cost towards the same shall be borne by the bidder.
5. Any duty, charges payable to any other Government office/Board (Excise Duty /Octroi etc.) shall be borne by the Purchaser/successful bidder.
6. The fulfillment of any statutory requirement will be the responsibility of the purchaser at all time.
7. The cargo shall be transported preferably through lorry tankers/barges etc. within the stipulated mobilization period. If the bidder fails to arrange the transfers, all expenditures involved in the storage, idle charges, manpower and machinery etc. shall be borne by the successful bidder..
8. Items are to be transported by the tanker lorries arranged by the bidder with their own cost and manpower etc.
9. Necessary permission for transportation by tanker lorries will be issued by MPT.

10. The bidders should arrange for tanker license, permits, as required for transportation of Furnace and Diesel oil 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, any damages, if any, to the port property, 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, free of cost.
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 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 before taking the consignment .

III MOBILISATION PERIOD

The successful bidder should deploy their own lorries/tankers to transfer the above products from the ship with all the necessary and required accessories, equipment, manpower, etc. within four days, strictly, from the date of intimation by MPT.

IV LIQUIDATED DAMAGES:

The bidder has to complete the work as below from the date of full payment to MPT as follows:

- a) Furnace oil: 5 days
- b) Diesel oil: 5 days

In the event of failure by the highest bidder to complete the work within the time stipulated in the delivery order 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 1% per day or part thereof subject to a maximum of 5% of the total bid value (exclusive of GST).

V FORFEITURE CLAUSE

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.

VI Legal Jurisdiction/Arbitration:

In the event of any dispute or difference between the parties hereto relating to the interpretation, construction, fulfillment 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.

[CLICK BELOW LINK FOR STC](#)

[**https://www.mstcindia.co.in/Userfiles/Attachments/Lot_Details/LotDetails_19-20_26723_233656.htm**](https://www.mstcindia.co.in/Userfiles/Attachments/Lot_Details/LotDetails_19-20_26723_233656.htm)