

SPECIAL CONDITIONS FOR E-AUCTION THROUGH MSTC LIMITED ON DEMOLITION OF BUILDINGS

THE E-AUCTION SALE IS GOVERNED BY THE GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND SPECIAL TERMS & CONDITIONS (STC) OF THE E-AUCTION. INCASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF STC WILL SUPERCEDE OTHERS IN THE PARTICULAR E-AUCTION.

[CLICK FOR GTC](#) [CLICK FOR BSTC](#)

THE TERMS & CONDITIONS INCLUDING THE LIST OF MATERIALS APPEARING ON THE DATE OF E-AUCTION IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS; THE SAME MAY PLEASE BE DOWN LOADED FOR ANY FURTHER REFERENCE.

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

COCHIN PORT TRUST, the owner / seller, will be hereinafter referred to as **PRINCIPAL** and **MSTC Ltd.**, the Selling Agent of PRINCIPAL will be hereinafter referred to as **MSTC**. The Successful bidder will be hereinafter referred to as Contractor.

Sale is on "AS IS WHERE IS AND NO COMPLAINT BASIS". No complaint regarding quality, quantity, or composition of the material will be entertained.

PRE - BID EMD FOR THE LOT RS. 69,840/-

THE PREBID EMD AMOUNT HAS TO BE PAID THROUGH THE PAY PRE BID LINK PROVIDED AT THE BUYER'S HOMEPAGE (AFTER LOGGING IN) IN MSTC'S e-COMMERCE SITE (www.mstcecommerce.com).

The Pre-bid amount will be converted to Security Deposit and shall be refunded only after the clearance of all dismantled material and debris from the entire site of work on written approval from Cochin Port Trust.

The Prebid Amount has to be credited to at least one working day prior to the date of E-Auction.

1. Contact details

| <u>MSTC Ltd</u> | <u>Co-PT</u> |
|--|---|
| Shri Santhosh Kumar Rajendran DM Mob : 8884600700/ Email : skrajendran@mstcindia.co.in | Smt.C.S.Rekha, Exe. Engineer(CM-I) Email : rekha.cs@cochinport.gov.in |

2. **VALIDITY OF BIDS:** All bids will be valid for acceptance by MSTC for a period of 30 (THIRTY) calendar days from the date of closing of E-Auction, excluding the date of closing. In case the 30th 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.

3. **INSPECTION:** The intending bidder or his authorized representative may inspect the materials (27 blocks of Type II quarters at 12th, 13th cross road & Naval Road) as per the schedule, between **10.00 AM to 4.00 PM only on any working day of Principal at the location specified with the prior permission from the PRINCIPAL.** The bidders shall carry the photo identification card issued by MSTC, without which inspection will not be permitted. In case the bidders send their authorised representative for inspection, they will be permitted subject to their producing the authorisation letter and photo identification card (issued by MSTC). The detailed description of all lots including list of spare parts, if any, are available at site.

4. The description / quality indicated are approximate and furnished to enable bidders to quote their rates. Bidders are advised to quote their rates only after inspection of items at site. But neither the sale could be invalidated nor the bidder can make any claim/ compensation whatsoever on account of any defect in description, deficiency in the quantity and quality. Notwithstanding anything contained in the E-Auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale is on as is where is basis only. PRINCIPAL/MSTC, do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. Goods / Equipment will be sold in as is where is condition and the whole items shall be taken delivery from the site by the successful bidders with its faults, errors in description if any. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of CAVEAT EMPTOR (let the buyer beware) will apply.

5. Conditional offers will not be accepted / entertained.

6. The items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer. PRINCIPAL / MSTC will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lots as put up for sale subject to change by nature's wear and tear. No complaint regarding quality or misdescription for the materials sold will be entertained once the bid has been accepted.

7. **GST:-** The present rate of GST applicable is indicated in this e-Auction list. However, GST prevailing at the time of delivery, shall be payable by the successful bidders.

8. **TAX COLLECTED AT SOURCE:** Income tax applicable as per the auction list.

9. EARNEST MONEY DEPOSIT: It is the responsibility of the Bidders to check the status of their bids after the closing of the e-Auction and pay the EMD amount accordingly. EMD payable within **3 (Three) calendar days** (excluding the date of closing of eAuction) **from** the date of closing of e-auction in case of accepted/sold lots and from the date of confirmation of acceptance in case of lots under STA. The bidder has to deposit EMD equivalent to **25%** of quoted Basic value of the confirmed lots, failing which the Login of the party will be deactivated and in addition to that other actions may be taken as deemed fit by Principal/MSTC and the offer will stand withdrawn. The EMD amount will be adjusted against the material value. Wherever payment is accepted on installment basis the EMD amount will be adjusted with the last installment.

Bank Details of CoPT for EMD payment:

Name of Bank: STATE BANK OF INDIA

Name of Branch: Cochin Port Trust

Account No.: 10601197375

NEFT/IFSC Code: SBIN0006367

10. ISSUANCE OF SALE ORDER: On receipt of EMD a Sale Order/Acceptance Letter will be issued by MSTC for sold lots.

11. PAYMENT: In case of sold / confirmed lots the buyer will have to deposit balance material value, after adjustment of the EMD amount, along with GST, IT and other taxes & duties if any, as per the Sale Order, within **14 (Fourteen) calendar days (excluding the date of issue), from the date of Sale Order**. Any statutory variations of rate of Taxes/ Duties are to be borne by the successful bidder.

In case of delay late payment penalty @ 1% per week or part thereof will be charged on the balance material value, upto a maximum period of 2 (TWO) week only and thereafter the EMD will stand forfeited without any notice. In case, the last day of payment happens to be a Closed Holiday for MSTC or Banking Institutions, the next working day will be taken as the day of payment without late payment charges.

"Buyer / Bidder will have to deposit the material value in the above mentioned Bank Account of Seller / Principal or through DD/ Banker's Cheque favouring Seller / Principal (in favour of FA&CAO, Cochin Port Trust) and not in MSTC's Bank Account. Only Service Charge favouring MSTC will be deposited in MSTC's Bank Account. If Buyer / Bidder deposits the payment favouring the Seller / Principal in MSTC's Bank Account, it will be refunded back to Buyer's / Bidder's Bank Account."

The Pre-bid amount will be converted to Security Deposit and shall be refunded only after the clearance of all dismantled material and debris from the entire site of work on written approval from Cochin Port Trust.

12. DELIVERY TERMS:

The Delivery Orders will be issued after receiving of the above mentioned payments.

13. The demolition work shall be carried out throughout the day on all working days. The work should be carried out by successful bidder or their authorized representatives against presentation of e-Auction Identity card issued by MSTC. If the successful bidder desires to authorize a representative or an agent for delivery, in such case the bidder shall produce suitable Power of Attorney or authorization letter for each lot separately duly attested by a Notary Public authorizing his representative or agent to lift the materials from PRINCIPAL.

14. Welding / cutting works, if any, will be permitted only with the prior permission from the Principal.

16. PERIOD OF CONTRACT: Up-to the validity period of the Delivery Order/ Release Order issued by MSTC / Principal or completion of work whichever is earlier.

18. Picking items at random is not allowed. Loading should be done as a whole without choosing and picking. No packing, sorting, cutting or breaking of goods or materials sold will be permitted unless otherwise it is specified.

19. Principal /MSTC reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage under this E-Auction sale after acceptance of bid/issue of sale order/deposit of full sale value by the bidder, without assigning any reason thereof and the value of such material if paid for, shall be refundable. Principal /MSTC shall not be responsible for any damages/loss whatsoever to bidders on account of such withdrawal, at any stage from the E-Auction sale.

20. Principal /MSTC will not be in any way responsible for failure to land out the site due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes of other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of contract shall automatically get extended proportionately.

21. **CONDUCT DURING DELIVERY:** Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, and labourers within PRINCIPAL premises. If any damage is caused to the Principal's property, the buyer is responsible to make good such damage to the satisfaction of Principal, and the decision of Principal in this regard shall be final and binding.

22. ACCIDENTS ETC. TO BUYER'S LABOURER: Principal /MSTC will not at any point of time be responsible for any injuries caused due to accident within the factory/premises or at the place of work, salvage yard and the bidder will make proper arrangement for medical attention and treatment to his labour representative. The buyer will be solely responsible for any claim arising out of the

employment, injuries to labourers in the course of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances like hand gloves, tools, helmet, safety goggles, boots etc. to the labourers who are engaged for handling of the goods.

23. **BLACKLISTING:** If it is found that the bidder is not following the terms and conditions of payment, delivery or other conditions of the E-Auction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidders are liable to be blacklisted and appropriate action will be taken as deemed fit by Principal /MSTC.

24. In the event of any dispute in connection with this sale, the decision of Principal /MSTC shall be final and binding on the parties to the E-Auction sale. Further any such dispute, doubts or differences of opinion arising at the time of payment of Delivery, bidders shall agree and abide by the decision of Principal /MSTC.

25. The contractor shall bring their own bags and boxes, cases or their receptacles for the removal of the demolished items and shall be responsible for loading, weightment of materials under supervision of authorized official of the Principal.

26. No interest will be paid to the bidder on the amount paid or deposited by him and on the amount refundable to him, if any.

27. In the event of any disputes or differences in connection with the contract, the decision of the authorised representative of the Principal shall be final and binding on all parties and will be settled as per the Indian Law in the jurisdiction of the local court of Cochin and no courts other than the local courts at Cochin shall have jurisdiction regarding any matter concerning the contract.

28. If any foreign materials are found to be mixed in the lot, other than the items included in the E-auction catalogue, Acceptance Letter (Sale Order), the Principal reserves the right to remove the same at the time of delivery.

29. The terms and conditions are supplementary to the remedy available under the law.

30. Any auctioned materials shall not be sold or parted with to any of the employees of Principal / MSTC.