MUMBAI PORT AUTHORITY

Terms and Conditions regarding sale of Uncleared/Unclaimed cargo/goods by e–Tender cum e-Auction of EMD and Non EMD lots through M/s. MSTC Ltd., Website https://mstcecommerce.com

A. GENERAL

A.1 On behalf of MbPA, sale of uncleared / unclaimed cargo lying in the Port premises will be done by M/s MSTC Ltd. having their office in Mumbai at 607, Raheja Centre, 6th Floor, Nariman Point, Mumbai 400 021.

A.2 Interested buyers who wish to participate in MbPA e-Tender cum e-Auction are required to get themselves registered with M/s. MSTC Ltd. through their website https://***www***.mstcecommerce.com.

A.3 The bidders shall give their bids for the lots on the website within the bidding time i.e. from 1100 hrs to 1500 hrs.

B. EARNEST MONEY DEPOSIT (EMD)

B.1 The bidders who have paid EMD for a particular lot, through RTGS / NEFT shall only participate in the e-tender cum e-Auction.

B.2 EMD shall be paid lot-wise on or before 1700 hrs. on previous working day of the date of sale through RTGS / NEFT in the account maintained with SBI under A/c name " MUMBAI PORT AUTHORITY (SW-EXT) A/C, A/C No. 10996683283 IFSC Code SBIN0000300." The bidder shall inform UTR No. and other details viz. amount, A/c Name, A/c No., IFSC Code and lot No. through e-mail to the e-auctioneer M/s. MSTC Ltd and also to MbPA.

B.3 EMD of the Successful bidder will be adjusted against the successful bid price.

B.4 EMDs of the unsuccessful bidders will be returned by MbPA to them through RTGS / NEFT on the following day of the intimation of Subject To Confirmation (STC) of sale.

B.5 No interest will be paid on the amount deposited towards EMD.

C. GENERAL CONDITIONS (PART A)

C.1 All Uncleared/Unclaimed cargo lots will be sold on "Lot basis" except those mentioned as specifically on "Weight basis".

C.2 The detailed list of lots of each e-Tender cum e-Auction will be available on M/s. MSTC Ltd.'s e-Tender cum e-Auction Web Portal https://www.mstcecommerce.com and Mumbai Port Authority Website https://www.mumbaiport.gov.in atleast 10 days prior to the date of e-Tender cum e-Auction sale or as per the time schedule indicated on the website.

C.3 All lots will be opened for bidding in e-Tender cum e-Auction simultaneously from 1100 hrs to 1500 hrs. The intending bidders may put their offer by e-Tender cum e-auction during this period.

C.4 The e-Tender offer once set can't be deleted or modified. There is only one chance for e-tender bid for any lot and for any bidder.

C.5 The highest bid received in e-Tender or in e-Auction will be accepted as H1 bid for confirmation of lot in the e-Tender cum e-Auction. If two or more bidders bid same amount for a lot, then the first bid received by the server either in e tender or e auction will be accepted as H1 bid.

C.6 The starting bid price will be 10% of assessed value (rounded of to next Rs.10) instead of Re.1/-. The incremental bid in respect of lots with assessed value upto Rs.1 lakh will be in multiples of Rs.10/-, that those in respect of assessed value between Rs.1 lakh and Rs.10 lakh will be Rs.100/- and that in respect of assessed value above Rs.10 lakh it will be Rs.1000/-.

C.7 Offers given on the basis of specified criteria indicated in the e-Tender cum e-Auction sale list will only be accepted. If the offer is called for on weight basis indicating rate (assessed price) per M.T. then the offers will be accepted on the weight basis only. If it is on the lot basis the offer will be accepted on the LOT basis.

C.8 Offers received on the basis other than specified criteria for the lot will be summarily rejected. Offer received without indication of any basis e.g. Lot, Weight etc., will also be rejected.

C.9 Conditional offers will not be accepted / entertained.

C.10 Uncleared/Unclaimed goods will be sold by MbPA under the provisions of Section 30 of Major Port Authorities Act 2021 i.e as stipulated in Section 48 of the Customs Act, 1962. Free period of 15 working days will be allowed following the date of receipt of printout of Customs Out of Charge. Delivery Order will be generated on the date of receipt of print out of Customs Out of Charge, only if print out is received before closing hours of Sales Branch Office, else on the next working day. Bidders will be informed by Sales Branch Office through email about readiness of Delivery Order. Bidders are expected to collect delivery order from Sales Branch Office on the same day on which delivery order is generated.
Where Customs Out of Charge is not involved, free period of 15 working days will be allowed following the date of Delivery Order. On the expiry of 'Free Days' demurrage will be charged "at applicable rate as per prevalent SOR". The present rate of demurrage is Rs.304.47 per ton per day on goods remaining uncleared until delivery is effected.

C.11 Acceptance and confirmation of highest bid either in e-Tender or in e-Auction will be as per the independent procedure followed by MbPA in terms of circular No. 50/2005 – Cus dated 01.12.2005 for lots which are lying more than one year from the date of arrival of cargo in Customs station and as per circular No. 49/2018 dated 03.12.2018 for lots lying less than one year. Only the highest bidder will be issued an intimation by email by M/s. MSTC on the next working day of closing of the Auction.

D. PAYMENT SCHEDULE

D.1 In respect of offers accepted "subject to confirmation" (STC), the bidder shall have to pay GST leviable on EMD (in case of EMD lots) within 4 working days following the date of intimation of acceptance of subject to confirmation of offer.

D.2 The bidder shall have to pay 30% of the sale price as Security Deposit (SD) alongwith GST within 4 working days following the date of intimation of confirmation of lot as STC. Both the intimation of acceptance for subject to confirmation of offer and actual confirmation will be made by the e-auctioneer by e-mail. The purchaser has to pay Balance Sale Price (BSP) alongwith GST within the next 6 working days.

(Condition Nos. D1 and D2 are applicable to EMD lots, whereas condition No. D2 is applicable to Non EMD lots)

D.3 The payment of both Security Deposit as well as the balance payment be made alongwith corresponding GST through RTGS / NEFT in the account maintained with SBI under A/c name "MUMBAI PORT AUTHORITY (SW-EXT) A/C, A/C No. 10996683283 IFSC Code SBIN0000300. The bidder shall inform UTR No. and other details viz. amount, A/c Name, A/c No., IFSC Code and lot No. through e-mail at sales@mumbaiport.gov.in."

NOTE :
The date and time of payment will be counted from the date of confirmation of sale by M/s. MSTC Ltd. by e-mail. If no intimation reaches for reasons beyond control, the buyers are expected to take efforts to find out status. Non – receipt of intimation should not be an excuse for non-payment. MbPA or M/s. MSTC will not be liable for wrong e mail ID registered by the bidder or for return of the mail for mailbox being full, non checking of email by bidder or any other reasons.

E. DELIVERY OF GOODS

E.1 The Purchaser shall effect delivery of the goods within the free period specified. Last Free Date for completing delivery of the lot will be mentioned in Delivery Order by MbPA. On expiry of free period, the goods will be allowed to be cleared, on payment of demurrage as per prevalent SOR. The present rate of demurrage is Rs.304.47 per tonne per day. Extension of time limit shall however be restricted to 20 calendar days following the last free date mentioned in the delivery order. The said period of 20 calendar days may be extended at the discretion of MbPA or its authorized person in suitable cases for reasons to be recorded in writing, having regard to the circumstances of the case or the quantity and bulk of the goods to be removed by the purchaser.

E.2 Manual Bill of Entry will be submitted to Customs by MbPA for processing of "out of charge" after confirmation of lot.

E.3 If "out of charge" of Bill of Entry is NOT received from Customs within 30 calendar days of its submission to Customs, the successful bidder may apply to Dy. Traffic Manager, Auction Sales, for refund of Sale price alongwith GST on or after the immediate next working day after the expiry of the period of 30 calendar days and before payment of Customs duty by MbPA.

E.4 Once MbPA makes payment of Customs Duty, irrespective of no. of days of submission of Sale Bill of Entry to Customs, the application for refund of sale price along with GST from the successful bidder thereafter will not be entertained.

E.5 On receipt of written applications from bidders, the sale price alongwith GST (exclusive of applicable TDS amount) will be transferred by MbPA to the bidders bank account available with this office after completing refund procedure.

F. FORFEITURE OF EMD

F.1 IF the successful bidder pays the Security Deposit (30%) alongwith GST, but fails to pay the balance sale price alongwith GST, within 10 working days following the date of confirmation, the sale shall stand cancelled and EMD and security deposit alongwith GST will be forfeited.

F.2 IF the successful bidder fails to deposit security deposit alongwith GST (in case of both EMD and Non EMD lots) as stipulated in condition No. D.2 above, the registration of the bidder will be cancelled forfeiting the registration fees, thereby debarring him from participating in future e-Tenders cum e-Auction, besides forfeiting the EMD.

F.3 IF the successful bidder fails to pay GST leviable on EMD (in case of EMD lots) as stipulated in condition No. D.1, the registration of the bidder will be cancelled forfeiting the registration fees, thereby debarring him from participating in future e Tender cum e Auction, besides forfeiting the EMD.

F.4 **Re-registration of bidder:** The Re-registration of bidder will be allowed on the first occasion with payment of Registration fee of Rs. 10,000/- and 10% bid price or Rs. 10,000/- whichever is less, alongwith GST to the MbPA. Similarly, on second occasion too, bidder will be allowed to re-register with the same condition, but he will be debarred on third occasion.

F.5 Representatives of firms debarred will also be debarred to participate in e-tender-cum-e-auction in any other name of any other new firm that will be registered in future and the Dock Entry Permit, if any, issued to the representatives of the old firm shall automatically stand cancelled and fresh Dock Entry Permit will not be issued to them in future for the default.

G. GENERAL CONDITIONS (PART B)

G.1 In case the entire process of auction is not concluded within 180 days of the commencement of auction, the MbPA shall inform the bidder about further extended time, which may be required to conclude the auction process. Wherever, the bidder indicates his unwillingness to wait further, his successful bid will be cancelled and the earnest money, if any, deposited with the MbPA by the bidder, will be returned to the bidder under intimation to the Customs. Otherwise, the auction process shall be concluded within the extended time conveyed to the bidder.

G.2 The duly audited delivery order alongwith Customs out of charge Bill of Entry shall be issued to the successful purchaser by the Sales Branch, MbPA. The successful purchaser thereafter shall approach the Shed/ Warehouse for effecting delivery of goods.

G.3 For delivery of lots, particularly those sold on weighment basis, purchasers are requested not to wait for the last free date to effect delivery as no extension of time will be allowed for any delay on account of departmental formalities, eg. Payment of price alongwith GST for additional quantities ascertained at the time of weighment. Goods shall be weighed under the supervision of MbPA Auditors.

G.4 In case of any condition/s mentioned in sale list by MbPA as per the directives of the Customs (pre sale condition) and upheld by Customs or any condition/s imposed by Customs after submission of Bill of Entry (post sale condition) the bidder will be informed by MbPA through email about imposition of condition/s by the Customs. The cost, if any, required for the fulfillment of the condition/s has to be borne by the purchaser**.** In case of the pre sale condition upheld by Customs, the bidder has to fulfil the condition after he has been informed by MbPA through e mail. If the condition/s is not fulfilled within 30 calendar days from the date of intimation, then the sale shall stand cancelled and EMD and security deposit alongwith GST will be forfeited.

In case of the post sale condition, the bidder will be informed by MbPA about imposition of condition/s through email and the bidder has to give his consent within 7 days from the date of intimation, whether he can fulfil it or not.

(a) If the consent of the bidder is not received within 7 days, then the sale shall stand cancelled and the bidder may apply for refund after expiry of 30 calendar days of Bill of Entry's submission to Customs.

(b) If the consent of the bidder is received within 7 days, then the bidder will be liable to fulfil the condition/s within 30 calendar days from the date of giving his consent. If the condition/s are not fulfilled within stipulated days, then the sale shall stand cancelled and EMD and security deposit alongwith GST will be forfeited.

G.5 All the goods sold by Auction sale lie at the sole risk of purchaser from the date of intimation of Subject to Confirmation of sale until the goods are cleared by the purchaser.

G.6 Sale of uncleared/ unclaimed goods shall be subject to such other conditions as may be specified from time to time in accordance with the prevalent rules, regulations etc. applicable to the Mumbai Port Authority. MbPA reserves the right to modify and amend the terms and conditions and announce the same, if necessary, at any time prior to the commencement of auction.

G.7 Lots will be listed for auction as per the convenience of MbPA and it is not obligatory to go serially.

G.8 Lots should be inspected by the intending purchaser before making an offer and lots will be sold on 'AS IS WHERE IS BASIS' and "NO COMPLAINT BASIS'. Once an offer is accepted, purchaser will have to take delivery of the goods notwithstanding all the faults and flaws, if any, in the condition or description etc. of the goods irrespective of whether it was actually inspected or not. No selection or sorting whatsoever of the goods will be allowed.

G.9 Qualities, sizes, measurements, numbers and weights stated are approximate. No sale shall be invalidated by reasons of any defects or faults in any of the lots or on account of lots being incorrectly described and no compensation shall be paid in respect of any such faults or errors in the description. No inspection of lot, which are sold and subsequently confirmed, shall be permitted under any circumstances unless full purchase price is paid

G10. Lots are sold "at buyer's risk"

G.11 Temporary permits shall be issued to the bidders holding valid Identity card at Permit Section or gates of outlying areas on submission of written request on bidder's letterhead with details of lots to be inspected / cleared, only on production of Identity card. Two DEP's will be issued at a time, per bidder, for inspection of the sale lots

G.12 Should the original purchaser, whose offer has been accepted, wish to take delivery of the goods through a representative, he must authorize the representative by a letter of authority. Delivery by proxy will be at the purchaser's own responsibility and risk and no claim shall lie against the Board Members on any account whatsoever, if the delivery is taken by the wrong person.

G.13 No claim for damage or for losses of any kind will be entertained, on any account, whatsoever.

G.14 For the purpose of removing the materials, the successful bidder shall employ or engage only his/their own personnel and shall keep MbPA fully indemnified against any claims whatsoever including for wage, injuries, compensation, death etc.

G.15 While removing materials, if any accident or damage to the property/life etc. arises by reason of any act of negligence/omission/default or non-compliance with any of the Terms and Conditions of statutory regulations or rules and regulations applicable within MbPA premises, on the part of the Bidder/his representative or employees resulting in death or injury to any persons or damages to the property of MbPA or any third party then in such an event the Bidder will have to pay compensation to any

such person including the employees of MbPA for such injury / for damage to person's property of such persons. The Bidder shall in such an event keep MbPA indemnified from any demand, claims or proceedings made.

G.16 The rate of SGST, CGST or IGST are indicated in auction and tender sale list. Purchaser interested in buying the lots should carefully go through rates indicated against each lot and in case of any error / discrepancy in the GST the intended purchasers are requested to inform the office of the Deputy Traffic Manager, Auction Sales, MbPA before commencement of bidding process on internet. GST due is payable separately by the successful purchaser in addition to the purchase price. In case of change in rate of GST, for any reasons, the bidder will have to pay the difference in GST in case of enhancement in the rate. In case of reduction in rate, the differential amount will be refunded to the bidder.

G.17 Wherever the goods are sold on lot basis the delivery will be given as per prescribed units

G.18 In case the containerised cargo lying in containers the delivery will be allowed to the purchaser under the supervision of MbPA Valuer and only material as per declaration will be delivered

G.19 Under the e-Tender cum e-Auction procedure all the relevant information be obtained on M/s. MSTC Ltd. webportal or Notice Board of Sales Branch of Traffic Department, MbPA.

G.20 Any consignee / owner / vessel agent/ slot agent / notified party / CHA and others who have a stake in the goods shall not be allowed to participate in the auction of those goods.

G.21 For the lots sold subject to confirmation, if importer makes request for cancellation of the sale, the request shall be permitted by Dy. Traffic Manager, Auction Sale, MbPA, on importer making payment of all Port Authority charges till the date of such payment plus further charges for one month and upon such payment purchaser's EMD/ SD will be returned forthwith cancelling the sale.

H. E-WAY BILL

H.1 In view of the implementation of E-Way Bill system by the Central Government for movement of Inter State movement of cargo w.e.f. 01.04.2018 and pursuant to Notification No. 12/2018 – Central Tax dated 7th March, 2018 issued by the Under Secretary to Government of India, the successful bidders are required to comply with the E-Way Bill System at the time of delivery of lot purchased by them under E-tender cum E-auction. The purchaser shall submit an undertaking to Auction Sales Branch, prior to collection of Delivery Order, that they shall update Part A and Part B of 'E-Way Bill Entry Form' GST EWB-01 either as a Consignee or Transporter, electronically, on the common portal along with such other information as may be required on the common portal and unique number will be generated on the said portal.

H.2 If the value of the goods sold is less than Rs. 50,000/- and distance is less than 50 Km., MbPA may not insist on E-Way Bill, if the purchaser is giving an undertaking that goods to be transported are within 50 Kms. and amount is less than Rs. 50,000/-.

H.3 Mumbai Port Authority (MbPA) shall not be responsible for any contravention of E way Bill provisions specified under CGST Rules 138 to 138D read with Section 129 and 122 of the CGST Act whatsoever including liability arising on account of tax, interest, penalties, for any contravention of E Way Bill provisions specified above by either consignee or transporter.

H.4 Mumbai Port Authority reserves the right to cancel sale of any lot or part thereof at any stage without assigning any reason.

I ACCEPTANCE OF TERMS AND CONDITIONS

I.1 All bidders shall be deemed to have read and understood these conditions of sale hereinabove listed and be bound by these conditions and to give their bids in e Tender cum e Auction, subject to these terms and conditions.

J SALE OF VEHICLES

J.1 In case of vehicles sold in e-Tender cum e-Auction, MbPA takes no responsibility regarding registration of the vehicle under Motor Vehicles Act, 1988.

J.2 LHD/ All old vehicles can't be registered according to MV Act and regulations, as they do not comply with current regulations. Such vehicles have to be dismantled/ recycled as scrap, used/ sold as recycled parts.

J.3 Except delivery order and tax invoice, no other document will be provided by MbPA.

J.4 The successful bidder will be required to submit undertaking on stamp paper of Rs. 500/- in the format at Annexure 'A'.

ON THE GOVERNMENT STAMP PAPER OF RS.500/-

Annexure A

UNDERTAKING AS PER CONDITION LAID DOWN IN MbPA's e-TENDER –Cum e-AUCTION No. dated

I/ We am/are aware that as per the Terms and Condition for e-Tender cum e-Auction, lots are offered for sale on 'as is where is basis', 'at buyer's risk'. No sale shall be invalidated by reasons of any defects or faults in any of the lots or on account of lot being incorrectly described and no compensation shall be paid in respect of any such faults or errors in the description.

I/ We undertake that I/we am/are aware that LHD / All old vehicles can't be registered according to Motor Vehicles Act as they do not comply with current regulations.

I/We also undertake that vehicles shall be dismantled/recycled as scrap or used/sold as recycled parts. The vehicle would not be used on road.

I/ We am/are aware that except Delivery Order and Tax Invoice, no other document will be provided by the MbPA and that no responsibility regarding registration of the vehicle lies with MbPA.

I/We hereby undertake that the Vehicle/s purchased by me/us under lot Nos._____ will be dismantled as scrap or will be recycled or sold as scrap.

Regards,

Signature
Stamp of Purchaser