

 <p>ISO 9001:2008, ISO 14001: 2004 & ISPS COMPLIANT PORT</p>	<p>வ.உ.சிதம்பரனார் துறைமுக பொறுப்புக் கழகம் व.उ.चिदम्बरनार पत्तन न्यास V.O.CHIDAMBARANAR PORT TRUST (MINISTRY OF SHIPPING, GOVERNMENT OF INDIA) ADMINISTRATIVE OFFICE, HARBOUR ESTATE, TUTICORIN 628 004, TAMIL NADU MECHANICAL ELECTRICAL AND ENGINEERING DEPARTMENT STORES DIVISION FAX: 0461 – 2354274 email:-shunmugam.s@vocport.gov.in</p>	
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No.MEE/ SDS/AEE/F.Disp/24/3-18/D.

Date: .04.2019

To

The Manager,
M.S.T.C.Ltd.,
Second Floor, Leelavathi Building
No. 69, Armenian Street
Chennai – 600 001.

Fax No: 044-25220091

Dear Sir,

Sub: V.O.Chidambaranar Port Trust – Disposal of
Lot & Special Terms and Conditions
under disposal No: 24/3-18 –intimation – Reg.

Ref: Letter No: EE/MM/MISC/F20/2003/678 dated 1-06-04

Based on the selling agency agreement executed between MSTC Limited, and VOCPT. V.O.Chidambaranar Port Trust is registered as seller in the MSTC e-Auction portal. The previous e-auction Ref. No. MSTC/ SRO/ V.O.Chidambaranar Port Trust/1/ Tuticorin/ 19 -20/54, Dt.02.04.2019.

Now, a lot of Unclaimed Wind turbine blades – 27Nos under disposal no 24/3-2018 has been prepared in the MSTC format for making disposal. The list and draft special terms and conditions are enclosed for your review and comments. Hence, necessary action may be taken to bring the notice of more number of prospective buyers, this time.

Contd...

Also, it is suggested that since V.O.Chidambaranar Port Trust is situated in the south east end of this country, the list of lot is to be displayed at your portal so that the buyers will have sufficient time to inspect the materials at our site. Hence the auction date may be fixed on **17.05.2019**

You are requested to kindly send your e-auction programme, comments or suggestions, if any, and e-auction notice may be published in the media for wide publicity. Kindly take necessary action to give wide publicity in other sea port area like Mumbai/Kolkatta/Vizag/Gujarat etc., so as to get good response for the proposed material.

Yours faithfully,

-SD-
CHIEF MECHANICAL ENGINEER

Encl : As above

ANNEXURE - I

DISPOSAL 24/3-18

SPECIAL TERMS & CONDITIONS

1. V.O.CHIDAMBARANAR PORT TRUST, Office of the Deputy Materials Manager, Stores Division, Administrative Building, Tuticorin- 628 004, the Owner / Seller, will be hereinafter referred to as VOCPT, and MSTC Ltd, the Selling Agent of VOCPT will be hereinafter referred to as MSTC. Wherever the word Buyer, Purchaser, Successful Bidder are indicated, it will be referred to as Successful Bidder.
2. **VALIDITY OF BIDS:** All bids will be valid for acceptance by MSTC for a period of 60 (sixty) calendar days from the date of closing of e-auction, excluding the date of closing. In case the 60th day falls on a holiday or remains closed for MSTC, such bids will be deemed to be automatically extended to be valid up to the next working day of MSTC.

NOTE: PRE BID EMD FOR PARTICIPATION IN BIDDING FOR THIS LOT-RS 10,00,000/-

CLARIFICATION:

The live e-Auction will be conducted on 17.05.2019 (Starting at 10:30 AM and closing at 5:30 PM on the same day).

A) Only those parties who have deposited the PRE BID EMD within the stipulated time will be allowed to enter the live e-Auction floor under "VIEW A LIVE AUCTION" for participating and bidding in this e-Auction. Other parties who are registered with MSTC for e-Auction will be able to view the details of this e-Auction under "VIEW FORTH COMING AUCTION" only till the starting time of e-Auction, but they will have access to the live e-Auction floor only if they deposit the PRE BID EMD with in the due time and not otherwise. Since no PRE BID EMD will be accepted by MSTC after the prescribed time limit or on the e-Auction date, the parties are advised in their own interest to pay the PRE BID EMD well in advance instead of paying the PRE BID EMD at the last hour.

B) The full PRE BID EMD will be forfeited if the highest bidder in whose favour Sale Intimation Letter is issued by e-mail (on Confirmed or Subject to Approval basis) fails to pay the EMD (as per clause No.11 mentioned below) for the lot awarded to them on Confirmed or STA basis. The Password of the Party whose PRE BID EMD is forfeited will be deactivated and they will be debarred for 12/24 months as deemed fit by MSTC.

C) PRE BID EMD of the successful bidders will be adjusted towards the BALANCE MATERIALS VALUE and not towards EMD. The PRE BID EMD of the unsuccessful parties will be refunded on receipt of the decision from the Principal. No interest is payable by MSTC / on the PRE BID EMD / EMD.

3. **INSPECTION:** The intending bidder or his authorised representative may inspect the materials as per the above mentioned schedule between 10:00 hrs to 16:00 hrs. on any Port working day at the location specified with the prior permission from the Deputy Materials Manager / Stores Division.
4. Intending bidder can quote for any single lot/lots specified in the list, but not for any individual items of the lot.
5. 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. VOCPT/MSTC, do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. 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 be aware) will apply.
6. Conditional offers will not be accepted / entertained.
7. 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.
8. The items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer. VOCPT/MSTC will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. No complaint regarding quality, quantity or misdescription for the materials sold will be entertained once the bid has been accepted.
9. **GST Applicable:-** GST as per the prevailing tariff wherever applicable at the time of delivery on the sale of materials covered under this e-Auction shall be payable by the successful bidders directly to VOCPT at the time of taking delivery of Materials. The present rate of GST is indicated in this e-Auction list. No concessional GST is applicable. 'C' Forms and 'D' Forms will not be accepted.

10. **INCOME TAX:** Income Tax applicable @ 1% on gross material value (material value + ED if any + GST + other statutory levies if any) + Surcharge on IT @ 10% and Education Cess is applicable @ 3%. One xerox copy of the PAN CARD will be collected at the time of taking delivery of materials.

11. **PAYMENT OF SALE VALUE BY THE PURCHASER:**

- a) **EARNEST MONEY DEPOSIT FOR SOLD ITEMS:** 25% of the sale value has to be paid to MSTC Ltd, Chennai directly within 7 (SEVEN) days from the date of close of e-Auction, through RTGS/NEFT. Payment by D.D is not accepted.
- b) **EARNEST MONEY DEPOSIT, AGAINST SUBJECT TO APPROVAL (STA) LOTS:** For STA lots, 10% of the sale value has to be paid to MSTC Ltd., Chennai, directly within 7 (SEVEN) days from the date of close of e-Auction through RTGS/NEFT only. Payment by D.D. is not accepted. In case of STA lots, the bids shall remain valid upto 60 days from the date of e-Auction.
- c) **BALANCE PAYMENT** must be paid by way of RTGS/NEFT as by the following manner, within 14 (FOURTEEN) calendar days from the date of issuance of Acceptance Letter (Sale Order) directly to MSTC Ltd., Chennai for issuance of Delivery order.
 - i. 2.95% of the material value to be paid in favour of MSTC Limited, by way of RTGS/NEFT payable at Chennai towards service charges for MSTC Ltd.
 - ii. The balance amount (after deducting the balance EMD, prebid amount if any and amount payable to MSTC) plus applicable GST/duties, INCOME TAX and other charges if any must be paid by the bidder through NEFT/RTGS in to Port account. Any statutory variations of rates of GST/Duties are to be borne by the purchaser.

The bank details are given below:-

A	Name & Address of the Bank	Indian Overseas Bank, Harbour Branch, Tuticorin
B	Name of the Branch	Harbour Branch,
C	IFSC Code	IOBA0000143
D	Account No	014301000000001
E	Type of Account	Savings account
F	Beneficiary's Name	V.O.Chidambaranar Port Trust

In case of delay, late payment charge @1% per week or part thereof will be charged upto 2 (TWO) weeks only and thereafter the EMD and PRE-BID EMD, if any, will stand forfeited without any notice. In case, the last day of payment happens to be Closed Holiday for MSTC or Banking Institutions, the next working day will be taken as the day of payment without late payment charges.

12. **DELIVERY TERMS:** Delivery has to be taken within 45 (Forty five) calendar days from the date of Acceptance Letter (Sale Order) issued against the confirmed lot (excluding the date of issue). In case of delay, ground rent @1% per week or part thereof will be charged upto 2 (TWO) weeks only and thereafter the EMD will stand forfeited without any notice. If the last date of

delivery falls on a Closed Holiday, then, the next date of delivery will be the immediate next working day of VOCPT. Materials sold but not removed within the specified date, will become the property of VOCPT and it will have the right to dispose of such goods in any manner as they deem fit without any notice. The materials are sold on lot basis on "as is where is" condition and hence the materials will be issued without weighing.

- 13.No delivery of materials will be given on Sundays and closed holidays observed by VOCPT. Materials will be delivered between 10.00 Hr. to 16.00 Hrs on any working day. The purchaser should intimate in writing two days in advance as to when vehicle will come for taking out the materials.
- 14.The material will be delivered only to the successful bidder or their authorized representatives against presentation of e-Auction Identity Card issued by MSTC and PAN CARD issued by income tax authority for verification. 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 VOCPT.
- 15.Any welding/Cutting work within the Port premises during dismantling work, shall be stopped for ship movement at any time. Such welding/cutting works can be arranged only with the prior permission from Fire & Assistant Safety Officer /V.O.Chidambaranar Port Trust.
- 16.The successful bidders shall, at the time of taking delivery of the waste oil, batteries, non-ferrous metals etc., produce the original letter of valid registration issued by CENTRAL POLLUTION CONTROL BOARD, NEW DELHI. for making an endorsement of transaction as required by the State Pollution Control Board.
17. **SALE OF ITEMS /LOTS COMPRISING "HAZARDOUS WASTE":**
Sale of Hazardous waste items will be governed by the following procedure in addition to Guidelines/Notifications issued by the Central Pollution Control Board (CPCB) / Ministry of Environment & Forests (MOEF) from time to time:
 - a) Sale of Old Batteries /Lead Acid Batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its subsequent Amendments.
 - b) Sale of other categories of Hazardous Waste items will be governed by the Hazardous Waste (Management & Handling) Rules, 1989, and its subsequent Amendments and /or their relevant statutory act / Rules.

- c) The Bidders must submit a Notarised Copy of the Valid Registration Certificate issued by the State (or Union Territory) Pollution Control Board (PCB) and produce the same to VOCPT at the time of taking delivery of the materials, failing which their bid will be liable for rejection.
- d) In case of 3 Categories, namely Lead Acid Batteries, Used/Waste Oils and Non Ferrous Metal Wastes , in addition to submitting necessary Valid Registration from the State PCB, the Bidder must also submit a
- e) Notarised Copy of the Valid Registration Certificate from CPCB (or MOEF) also, failing which their Bid will be liable for rejection. Bidders may note that CPCB regularly displays the list of their Valid Register Parties for these items on their Web site, namely "<http://www.cpcb.nic.in> and the Bidders may like to verify the same before submitting their Bid. The various categories and definitions of
- f) the Non Ferrous Metal Waste are given in the relevant Schedule of the Hazardous Waste (Management & Handling) Rules, 1989 as Amended by the Government by subsequent Amendments.
- g) The Bidders shall be responsible for ensuring that all Registration Certificate issued by State PCB/CPCB/MOEF are kept valid for the entire period of the contract, if awarded to them, as well as the period of processing such Hazardous Waste Item by them. VOCPT/MSTC as its sole discretion may ask the Bidder to extend the validity period of their Registration Certificate for a suitable period as deemed fit by VOCPT/MSTC and in such event the Bidders shall be bound to do so, failing which their Bid/Contract may be rejected / cancelled at the sole discretion of VOCPT/MSTC and no complaint in this regard will be entertained from the Bidder.
- h) In case of sale involving inter-State movement of goods, the Buyer shall also submit a "No Objection Certificate" (NOC) from the concerned State PCB with whom the Buyer is registered, to the VOCPT before taking delivery failing which the Buyer will be responsible for all the consequences and the VOCPT shall take further decision as may be deemed fit by them.
- i) VOCPT/MSTC reserves its rights to demand copy of any other document/License/Certificate issued by any Statutory/Govt. Authority in favour of the Bidder, if required, under any Statutory or State/Central Government Act / Law/Order/Rules, etc.

j) For Hazardous Items requiring Pollution Control Board (PCB) Registration Certificate from the State or Central Govt. or both (as the case may be), if the successful Bidder has/had a valid Certificate which expired 30 (Thirty) days before the date of opening of e-Auction, he must submit alongwith the EMD, a copy of the expired Certificate and a copy of his Application to the concern Statutory Authority for extension with a proof of submission of such Application Further he must submit copy of valid Certificate with in 15(Fifteen) days from the date of closing of e-Auction, failing which his Bid will be treated as invalid. Such Certificate must remain valid/extended till the period of processing of material after delivery. It will be deemed that the Bidder have read and understood and undertake to abide by all the provision of the Hazardous Wastes (Management & Handling) Rules, 1989 and subsequent Amendments issued by the Statutory Authorities.

18. The waste oil shall be taken delivery in " as is where is " condition and separation of Oil & Water etc. shall not be allowed at site.
19. In mixed lot, picking items at random is not allowed. Loading should be done as a whole without choosing and pickling. No packing, sorting, cutting or breaking of goods or materials sold will be permitted unless otherwise it is specified.
20. Regarding delivery of Floating Crafts, the successful bidder shall take away the crafts out of Harbour basin after getting necessary clearance from competent Authorities ie. MMD etc. without resorting to any breaking activities.
21. VOCPT / 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. VOCPT / 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.
22. VOCPT/MSTC will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes or other contingencies whatsoever. The Buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.

23. **CONDUCT DURING DELIVERY:** Buyer shall solely be responsible for movement and proper behaviour of their deputies, agents, and labourers within VOCPT premises. If any damage is caused to the company's property, the Buyer is responsible to make good such damage to the satisfaction of VOCPT and the decision of VOCPT in this regard shall be final and binding.
24. **ACCIDENTS ETC. TO BUYER'S LABOURER :** VOCPT/MSTC will not at any point of time responsible for any injuries causes due to accident within the Port 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 employment Under any statute it is the responsibility of the buyer to provide necessary safety appliances (like hand gloves, ammuniton, boots ,etc.) to their labourers who are engaged for handling of the goods.
25. **BLACK LISTING:** 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 bidder are liable to be black listed and appropriate action will be taken as deem fit by VOCPT/MSTC.
26. In the event of any dispute in connection with this sale, the decision of VOCPT/MSTC, shall be final and binding on the parties to the e-Auction sale. Further any such dispute, doubts of differences of opinion arising at the time of payment or Delivery, Bidders shall agree and abide by the decision of VOCPT/MSTC.
27. The purchaser shall bring their own bags and boxes, cases or their receptacles for the removal of the auctioned items and shall be responsible for loading, weightment of materials under supervision of authorized official of the Port.
28. No interest will be paid to the purchaser on the amount paid or deposited by him and on the amount refundable to him, if any.
29. All quantities either by weight or measurement as mentioned in the e-Auction sale catalogue are approximate. The payment must be made as per actual counter weight. If the delivery of actual quantity in any lot exceeds the shall be restricted to the declared quantity in the catalogue. VOCPT reserves the right to retain the excess quantity material in the lot at its description. If the quantity in a lot on actual weightment of count is less than the announced quantity as indicated in the e-Auction material list, VOCPT will not make good

the deficiency under any circumstances. The purchaser thereof will be entitled to obtain a refund for the undelivered quantity at accepted rates. No interest will be paid on the amount of short delivered quantity.

30. in the event of any disputes or differences in connection with the contract, the decision of the Chief Mechanical Engineer/VOCPT shall be final and binding on all parties and will be settled as per the Indian Law in the Court Jurisdiction of Tuticorin only.
31. 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 company reserves the right to remove the same at the time of delivery.
32. The terms and conditions are supplementary to the remedy available under the law.
33. Regarding disposal of vehicles, the successful bidder shall be allowed to take delivery of vehicles only after getting the name transfer of R.C.Book in his favour. In case, if the vehicle is required for F.C work before the name transfer, the vehicle shall be handed over to the purchaser after executing an undertaking by the purchaser in Twenty Rupees stamp paper to the effect that the Port will not be held responsible for any claim/penalty after the delivery. Regarding delivery of Floating Crafts, the successful bidder shall take away the crafts out of harbor basin after getting necessary clearance from competent Authorities ie. MMD etc. without resorting to any breaking activities.
34. Any auctioned materials shall not be sold or parted with to any of the employees of VOCPT/MSTC.
35. The Detailed description of all the lots are available at site.
36. All the participants must have (MNRE) Ministry of New and Renewable Energy certificate. The successful bidder has to provide the MNRE certificate for clearing the Lot.
37. The successful bidder will be obtained customs clearance and other statutory certificates at their own cost.

-SD-

**CHIEF MECHANICAL ENGINEER
V.O.CHIDAMBARANAR PORT TRUST**

V.O.Chidambaranar Port Trust
Mechanical & Electrical Engineering Department
Disposal No. 24/3 – 18

List of material to be disposed through e – auction by M/s.MSTC Ltd., Chennai

Sl.No	Lot Name	Description of material	Qty (UOM)	GST	STA	Location
1	Unclaimed Wind Turbine Blades	Unclaimed Wind Turbine Blades – 27 Nos (Make – European Union Model – EU54 1250 1BAM 9 set of blades (1 set – 3 blades)) Made of Fibre Glass Material	Lot	5%	20%	Additional Berth