

Auction Details		
Auction No	MSTC/ERO/HALDIA DOCK COMPLEX KOLKATA PORT TRUST/1/HALDIA/17-18/3449[142273]	
Opening Date & Time	22-06-2017::12:30:00	
Closing Date & Time	Scheduled Time <u>22-06-2017::16:30:00</u>	Closed At <u>22-06-2017::16:30:00</u>
Inspection From Date	22-05-2017	
Inspection Closing Date	21-06-2017	

Seller Details	
Seller /Company Name	HALDIA DOCK COMPLEX KOLKATA PORT TRUST
Location	HALDIA
Street	HALDIA
City	HALDIA-721604
Country	INDIA
Telephone	9434735407
Fax	
Email	schakraborty.hdc@nic.in
Contact Person	SUDIP CHAKRABORTY

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
Lot No. :BWTP-01/17	Oily Sludge from Ballast Water Treatment Plant, Haldia Dock Complex.	1785.0 MT	As Applicable /14.5%	Near Second oil Jetty, Haldia Dock Complex, Haldia State :West Bengal
PCB GRP :[Used Spent/Burnt Oil/Used Lube Oil/Used Engine Oil]	NOTE: The successful bidder will have to pay applicable customs duty within 15 days from the date of closing of e-auction. Bidder will also have to carry out all customs related formalities (i.e. bill of entry etc) at their cost and arrangement within 15 days from the date of closing of e-auction. The payment of Customs duty would be in addition to his quoted rate for the oily sludge.			
Lot Name :Oily Sludge from Ballast Water Treatment Plant, Haldia Dock Complex				

Total No of Lots = 1

SPECIAL TERMS & CONDITION

CONTACT PERSON AT KOLKATA PORT TRUST, HALDIA DOCK COMPLEX, OFFICE OF THE MANAGER (MM), 2ND FLOOR JAWAHAR TOWER, P.O.-HALDIA TOWNSHIP, DIST-MIDNAPORE

(E), PIN-721607.

1. Shri. Sudip Chakraborty, Sr.Dy.Manager (P&E), HDC, KoPT, Mob - 9434735407
2. Shri. Shubhendu Pandey, Asstt.Manager (P&E), HDC, KoPT, Mob - 9434035593

CONTACT PERSON AT MSTC, ERO, KOLKATA :- Ms SHRUTI SHARMA, AM(ERO); PHONE NO.: 033-2289 6157, shruti@mstcindia.co.in.

SPECIAL NOTE:

1. The entire oily sludge has been kept in 4 (Four) Nos. tanks/reservoirs. Small quantity of the oily sludge is also available in adjacent open reservoir. The percentage composition of Oil and sludge may vary from tank/reservoir to tank/reservoir. However, the bidder will have to collect the entire quantity of oily sludge from BWTP premises. The quantity of oily sludge mentioned in Annexure A is approximate quantity determined by our valuer, the same may be verified at site by the intending bidders. The intending bidders are, therefore, requested to visit BWTP site thoroughly before bidding. HDC will give the evacuation plan to the successful bidder and the same would be a binding for the successful bidder.

2. The successful bidder will have to pay applicable customs duty within 15 days from the date of closing of e-auction. Bidder will also have to carry out all customs related formalities (i.e. bill of entry etc) at their cost and arrangement within 15 days from the date of closing of e-auction. The payment of Customs duty would be in addition to his quoted rate for the oily sludge.

3. Any modification (addition /deletion /alteration including implementation of GST) in taxes or duties in future by the GOI after due date of submission of this e-auction will be addressed separately at the material time.

4. ALL PAYMENTS AGAINST THIS E-AUCTION MUST BE DEPOSITED ONLY THROUGH RTGS/NEFT. DD/PO shall NOT be ACCEPTED. Mode of Payment of EMD/Sale value along with VAT, TCS and other dues: Buyers may deposit EMD/Sale value along with VAT, TCS and other dues through on line via RTGS/ECS to the bank. Bank details of Haldia Dock Complex are as follows:

Beneficiary Name Kolkata Port Trust, Haldia Dock Complex
Bank & Branch Name: United Bank of India, Haldia Dock Complex Branch,
Account Number: 1604050000064,
IFS Code of branch: UTBI0HDCF75.

5. Additional Security Deposit of Rs.10,00,000/- (INR Ten lakh) is required to be deposited by the buyer along with balance material value payment in favour of Haldia Dock Complex, Kolkata Port Trust. This payment shall be retained as Security Deposit. This 10% Security Deposit would not carry any interest and will be returned by Haldia Dock Complex, Kolkata Port Trust after satisfactory clearance of the site and on issuance of 'COMPLETION CERTIFICATE' by the authority.

THE 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. FOR BUYERS GUIDELINES VISIT www.mstcecommerce.com AND CLICK Help.

1.1. Subject to the reserve price, if any, fixed for the materials as per the list by the owner M/s. KOLKATA PORT TRUST, HALDIA DOCK COMPLEX, JAWAHAR TOWER, HALDIA TOWNSHIP, DIST. - MIDNAPORE (E), PIN - 721607 (hereinafter referred to as KOPT-HDC) or persons duly authorized in this regard (hereinafter called as Authorities) and on the terms and conditions hereunder sale shall be made on ~As is where is and no complaints basis~.

1.2. M/s MSTC Limited is the Selling Agent of KOPT-HDC and hereinafter referred to as M/s MSTC Ltd.

1.3. As per the provision of Hazardous Waste (Management, Handling & Transboundary Movement) Amendment Rule 2008, Used/EWASTE /Waste oil as well as Battery, Lead Scrap will only be sold to the registered recyclers &/or reproprocessors under MOEF (Ministry of Environment & Forest)/CPCB (Central Pollution Control Board) /SPCB (State Pollution Control Board). Hence all these registered recyclers &/or reproprocessors under MOEF/CPCB/SPCB and who has also registered and /or will be registering as 'Buyer' at www.mstcecommerce.com shall be eligible for bidding. A notarised copy of Registration Certificate of MOEF/CPCB/SPCB should be provided at the time of depositing payment.

1.4 Buyers may cut and dismantle the above mentioned lots.

1.6. Buyer's workers will not be allowed to stay in the work site(s), after completion of the day's work, however in case of necessity one authorized person may be allowed to stay at worksite for safe custody for buyer's tools and tackles after completion of day's work.

1.7. Dock Permit will be issued for buyer's men and vehicles on payment of daily permit charges. Buyer's workers will not be allowed to stay in the work site(s) after completion of the day's work, however in case of necessity one authorized person may be allowed to stay at worksite for safe custody for buyer's tools and tackles after completion of day's work.

Immediately after closing of E-Auction, a system generated automatic Sale Intimation Letter (SIL) will be issued by e-mail to the Highest Bidder advising him to deposit the prescribed Earnest Money Deposit (EMD) / Security Deposit (SD) within the stipulated time. The status of the highest bid(s) having been accepted on Confirmed or STA (Subject to Approval) 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 upto 7 (Seven) days from the date of Closing of E-Auction (including the date of closing of E-Auction) and payment of Post-Bid EMD/SD is required to be made accordingly. Thus non-payment or delay in payment of post bid EMD/SD on the plea of non-receipt of SIL will not be entertained by MSTC. MSTC also reserves the right to issue the sale intimation letter (on confirmed or STA basis) by Speed Post/Regd. Post/Courier etc. Bidders must always keep their registered email account valid and keep a watch on their incoming e-mail for their own convenience.

2. INSPECTION:

The materials offered for sale may be inspected with prior permission of the stock holder during working hours (excluding holidays). The quantity indicated against the lots are purely indicative and without any guarantee and MSTC/OWNER shall not entertain any complaint from the buyer for any deficiency in qty./number etc. or for recovery of the whole or part of the purchased money or any loss of profit /interest/damages and otherwise. All above inspection to be carried out by intending bidders at their own cost and arrangement. For inspection purpose the Gate Pass will be provided by HDC free of cost.

3. VALIDITY:

3.1 The bidders must keep their offers [including the offers accepted on the ~SUBJECT TO APPROVAL~ (STA) basis valid for a period of 90 calendar days from the date of closing of the E-auction.

3.2 THE CONTRACT SHALL BE VALID UPTO THE VALIDITY PERIOD OF THE DELIVERY ORDER/SALE RELEASE ORDER ISSUED BY MSTC/PRINCIPAL OR UPTO THE EXTENDED PERIOD OF VALIDITY OF THE DELIVERY ORDER/SALE RELEASE ORDER IN CASE THE DELIVERY PERIOD IS EXTENDED BY THE PRINCIPAL AT THEIR SOLE DISCRETION AS THE CASE MAY BE.

4. EARNEST MONEY DEPOSIT FOR AUCTION:

4.1. Upon acceptance of the auction bid the buyer shall have to pay Earnest Money @ 25 % of material value against accepted bids positively within 7 days of confirmation of bid by RTGS/NEFT directly to UBI account of KOLKATA PORT TRUST, HALDIA DOCK COMPLEX.

4.2. If any offer is accepted on ~SUBJECT TO APPROVAL~ (STA) basis the buyer shall have to pay Earnest money @ 10% of material value against accepted bids positively within 7 days of confirmation of bid.

4.3. UPON ISSUE OF SALE ORDER , THE EMD WILL BE ADJUSTED AGAINST MATERIAL VALUE.

NOTE: Additional Security Deposit of Rs.10,00,000/- (INR Ten lakh) is required to be deposited by the buyer along with balance material value payment in favour of Haldia Dock Complex, Kolkata Port Trust. This payment shall be retained as Security Deposit. This 10% Security Deposit would not carry any interest and will be returned by Haldia Dock Complex, Kolkata Port Trust after satisfactory clearance of the site and on issuance of 'COMPLETION CERTIFICATE' by the authority.

4.4 Non submission of EMD within the stipulated time will lead to deactivation of the concerned buyer and he shall not be able to participate in any forthcoming MSTC e-auction for a minimum period of 6 months.

5. CAVEAT EMPTOR:

5.1. The quantity, quality, measurement and condition of the materials indicated are all approximate. Participation and bidding by any one in this sale shall be treated as conclusive evidence of the fact that the party has inspected the materials offered for sale and satisfied himself in all respect regarding quantity, quality, measurement, weight and condition of materials, taxes and duties, local working condition and other extraneous factors and principle of Caveat Emptor (let the buyer beware) will apply.

5.2. It shall be implied and taken for granted that the party has carefully gone through and understood the terms and conditions of E Auction including the amendments if any, prevailing at the time of bid. No complaints or objections shall be entertained by KOPT-HDC/MSTC and/or the Authorities after the bid is opened/accepted.

5.3. KOPT-HDC/MSTC do not give any warrantee or guarantee for the quality, chemical composition of the lot or about the end use or fitness for a particular purpose. The break ups of the quantities given in the material list are only indicative and without any guarantee. No. complaint whatsoever about any shortage shall therefore be entertained.

6. PAYMENT OF BALANCE AMOUNT:

6.1. Full/balance payment along with VAT, excise duty and other applicable charges will be required to be made within Twenty one (21) days from auction closing date for SOLD (confirmed lot). For STA lots , payment will be required to be made within 15 (fifteen) days from the date of issue of acceptance letter.

a) Proportionate Percentage of the material value as per Sale Acceptance Letter should be paid only through **RTGS/NEFT** directly to UBI account of **KOLKATA PORT TRUST, HALDIA DOCK COMPLEX** or in favour of **MSTC LIMITED KOLKATA**.

b) Applicable VAT, TCS and/or any other levies should be paid in favour of **KOLKATA PORT TRUST, HALDIA DOCK COMPLEX** as per the Acceptance Letters/Sale Orders.

c) Mode of Payment of EMD/Sale value along with VAT, TCS and other dues: Buyers may deposit EMD/Sale value along with VAT, TCS and other dues through on line via RTGS/ECS to the bank. Bank details are as follows: Beneficiary Name Kolkata Port Trust, Haldia Dock Complex Bank & Branch Name: United Bank of India, Haldia Dock Complex Branch, Account Number: 1604050000064, IFS Code of branch: UTBI0HDCF75.

6.2. In case, the last day of payment happens to be Closed Holiday for MSTC or the Banking Institutions, the next working day will be taken as the day of payment without late payment charge.

6.3 **In case of any payment (excluding material value) that remains outstanding (i.e. wastage allowance, statutory levies, penalty etc) even after issuance of Delivery Order shall have to be submitted directly at the concerned office of the principal i.e. Kolkata Port Trust, Haldia Dock Complex, within TEN (10) days from the date of issue of the concerned Delivery Order; failing which Late Payment Charges @ 1% per week shall be applicable on the full material value. The said Late Payment Charges shall be collected by the principal before effecting delivery. Service Tax will be charge extra as applicable on Ground Rent and Late payment charges on the sold Lot/Lots.**

6.4. In case of default in making payment within the time limits specified herein above, the due payments may be made together with additional charge at one percent per week or part thereof on the material value, within a period of 14 Calendar days from the date of the expiry of the free-payment time. However Principal reserves the rights to accept or not to accept sale value with additional charges after expiry of 14 days as mentioned above.

7.0. TAXES & OTHER LEVIES:

7.1. Sales Tax (VAT) & other duties/levies (if any) on the price quoted/offered along with the full balance payment have to be submitted as per the Sale Order/Acceptance Letter. Such Taxes are assessed by the Sales Tax Authorities and hence the rate applicable at the time of lifting of material shall be binding on the bidders for making payments.

However such payments can also be made directly at the concerned office of the principal i.e. Kolkata Port Trust, Haldia Dock Complex, within TEN (10) days from the date of issue of the concerned Delivery Order; failing which Late Payment Charges @ 1% per week shall be applicable on the full material value.

NOTE: Form - "C" will **not** be accepted by KOPT-HDC in any case of sale. The rate of VAT/CST, as the case may be, shall be as per the prevailing rate, as applicable, at the time of issue of Release Order.

7.2. INCOME TAX:

Income Tax @ 1.00 % on purchase price will be charged. Purchase price means base price + sales tax. Exemption will be given to manufacturers and processors on production of exemption certificate from the concerned assessing officer of the income tax department. Exemption is not available to retailers/traders.

7.3. Service Tax: Service Tax will be charge extra as applicable on Ground Rent and Late

payment charges on the sold Lot/Lots.

8.0. DELIVERY SCHEDULE:

8.1. Delivery period: 45 working days (except Saturday, Sunday and port holidays) from the issue of Sale Release Order of the principal.

8.2. Ground Rent: In case of goods sold on lot basis, the ground rent will be payable @1% per week or Part thereof on the value of the entire lot even if lifted in part, where in case of goods sold on unit weight/or number basis, the ground rent will be @1% per week or part thereof on the value of unlifted quantity.

9.0. FORFEITURE OF EMD/SALE VALUE:

9.1. In case the whole or any part of the goods sold remain uncleared, even after the authorized period stated in the delivery schedule, the purchaser shall have no claim whatsoever on the goods remaining uncleared and the amount paid to KOPT-HDC including EMD shall stand forfeited at the expiry of the said period. KOPT-HDC shall have the right to dispose of such goods in any manner it likes. The purchaser will have no right whatsoever to any compensation.

9.2 In case of non-submission of balance material value, the EMD shall be forfeited without further notice.

10.0. DELIVERY OF THE MATERIALS:

10.1 In case the last day of delivery happens to be a Closed Holiday for KOPT-HDC, the next working day will be taken as the date of lifting without any Ground Rent. Buyers must produce the delivery order issued by MSTC to KOPT-HDC at the time of taking delivery of the materials.

10.2. Purchasers are advised in their own interest to make appointment with the owner before placement of vehicles for taking delivery of the materials purchased by them within the scheduled date of delivery. The purchaser at his own cost will make his own arrangement for removal, dismantling, loading, transporting and he will not be entitled to claim any facility or assistance or cost on this account from KOPT-HDC/MSTC.

10.3. The segregation of material is not allowed.

10.4. Once the material is lifted from the premises of KOPT-HDC it shall no longer be responsible for any misuse resulting from further sale and / or unauthorized use.

10.5. KOPT-HDC, as the Seller has the sole authority to accept or reject any offer without assigning any reason whatsoever. KOPT/HDC also reserves the right to withdraw the LOT from sale without assigning any reason whatsoever.

10.6. P.P.E:

Buyer and his workmen must use PPE i.e. safety Helmet, Safety Shoes, Safety Belts, Goggles, Hand Gloves etc. at the time of work inside the Dock premises. NO one shall be allowed to enter Dock premises without P.P.E.

10.7 PROVISIONS OF WORKMEN COMPENSATION :

The successful bidder has to maintain insurance policies in respect of all insurable liabilities for the contractual period: e.g. Motor Vehicle Act, Workmen Compensation Act, Fatal Accident Act, Personal Injuries Insurance Act etc.

11.0 NOTE:

a) If the successful highest Bidder (Confirmed or Provisional/Subject to Approval) fails to pay the EMD/Security Deposit in time from the date of issue of Sale Intimation Letter by email, then he shall be DEBARRED for a minimum period of 6 (six) months from participating in all e Auctions and disposal sales by MSTC.

MSTC at its sole discretion may take recourse to any of the following options for sale of the unsold Lot :-

b) The Unsold Lot may be put up for re-e-auction at the sole discretion of MSTC.

c) MSTC may take any other action as may be deemed fit by the PRINCIPAL.

12.0 Deactivation: Non submission of EMD within the stipulated time will lead to deactivation of the concerned buyer.

KOPT, HDC as the seller has the sole authority to accept or reject any offer without assigning any reason whatsoever. KOPT/HDC also reserves the right to withdraw Lot (s) from the sale without assigning any reason whatsoever.

13.0 ARBITRATION /JURISDICTION:

13.1 The contract shall in all respect be construed and operated as an Indian Contract and in accordance with the Indian Laws in force and subject to exclusive jurisdiction of Kolkata High Court. 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 e-Auction website.

c. "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"