

E-AUCTION NO:

MSTC/ERO/HALDIA DOCK COMPLEX/1/CHIRANJIBPUR/18-19/623

**COLLECTION AND DISPOSAL OF
USED OIL**

FROM HALDIA DOCK COMPLEX, KOLKATA PORT TRUST, WEST BENGAL.

CONTACT PERSON AT KOLKATA PORT TRUST, HALDIA DOCK COMPLEX,

Manager(Marine Operations), Haldia Dock Complex,

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CONTACT PERSON AT MSTC, ERO, KOLKATA :-

**Ms. Shruti Sharma, AM(ERO); PHONE NO.: 033-2289-6157, 7044064654,
shruti@mstcindia.co.in.**

Sri Mayank H Jain, 033-22812877, 9721277969, mhjain@mstcindia.co.in

PRE-BID EARNEST MONEY DEPOSIT (PEMD): The bidders intending to bid should deposit Pre-bid EMD of Rs.5,00,000/- ONLY through RTGS/NEFT at least one day before the e-auction date. **Pre-bid EMD through Demand Draft/Pay Order SHALL NOT BE ACCEPTABLE.** The Pre-Bid EMD must be submitted only through MSTC e-payment gateway provided in the bidders' login.

Click Here For procedure of e-payment by RTGS/NEFT

Only those registered bidders will be activated/allowed to bid who have deposited the said Pre - Bid EMD within the scheduled time period. On submission of the same, the bidders must clearly provide full details of the transaction to 'shruti@mstcindia.co.in', i.e., buyer no., company name, UTR no., date of transaction, e-auction no. and lot no. **PRE-BID EMD TO BE DEPOSITED AS MENTIONED IN THE DESCRIPTION OF MATERIALS.** No Pre-Bid EMD shall be accepted beyond the above mentioned date and time. The Pre-Bid EMD of the successful bidder will be adjusted with the Security Deposit. The same will be liable for forfeiture for any failure of the successful bidder to fulfill any of the terms and conditions of the E-Auction. The deposit amount will ultimately be adjusted against the balance material value/final installment payment.

Security Deposit will not earn any interest.

IN CASE OF UNSUCCESSFUL BUYERS, THE PRE-BID EMD WILL NOT BE ADJUSTED AGAINST THE PRE-BID EMD OF SUBSEQUENT E-AUCTIONS OF THE SAME STOCKHOLDER / PRINCIPAL AND THE SAME WILL BE REFUNDED WITHIN TWO-THREE WORKING DAYS FROM THE CLOSE OF THE E-AUCTION.

Period of contract : 03 (three) years.

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.

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

PRE-QUALIFICATION CRITERIA:
THE DOCUMENTS MENTIONED BELOW SHALL BE CONSIDERED ESSENTIAL.

1. Valid Registration Certificate cum Pass Book for disposal of Hazardous Wastes i.e. used oil issued by Central Pollution Control Board/State Pollution Control Board.
2. Valid **Consent to Operate** under Section 25 & 26 of the **Water (Prevention and Control of Pollution) Act, 1974** and Section 21 of the **Air (Prevention and Control of Pollution) Act, 1981** from State Pollution Control Board.
3. Valid Grant of Authorization under the provision of the Hazardous Waste (Management, Handling & Transboundary Movement) Rules, 2008 & amendments made thereafter from SPCB.
4. Valid certificates of Registration along with latest challan of EPF, ESI, Professional Tax, GST registration. In case, they are not covered under EPF/ ESI rules or are exempted, an affidavit to above effect will have to be submitted by the party. The affidavit must be in English or Hindi language only.

In order to be eligible for participation in the e-Auction, the intending Parties would have to submit notarized copies and duly sign copy of the auction document of the above stated documents on or before **1500 hours of 17.04.2018 to Manager (Marine Operations), Haldia Dock Complex. The e-auction will be conducted on 24.04.2018 from 1200 hours to 1600 hours.(kindly check www.mstcindia.co.in for further details)**

It will be the Party's responsibility to present valid PCB documents within time and

any misplacement or delay in transit would not be any justification in favour of eligibility claim by the Party. Checking and Validation of Documents issued by Pollution Control Board (State or Central) as submitted by Parties would be done by HDC before commencement of lifting/ delivery.

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.

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 which may be extended for any further period of time as may be mutually agreed upon by KoPT-HDC and the buyer.

3.2 The contract shall be valid upto the validity period of three years from the date of work order issued by MSTC / principal or upto the extended period of contract in case the period is extended by the principal at their sole discretion as the case may be.

4.0. EARNEST MONEY DEPOSIT FOR AUCTION:

4.1. Upon issuance of work order, the EMD will be adjusted against security deposit.

4.2 Non submission of EMD within the stipulated time will lead to deactivation of the concerned buyer from participating in any forthcoming e-auction for a period of six months.

5.0 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.

6.0. PAYMENT TERMS:

6.1. Full payment of wharfage and royalty along with GST and other applicable charges will be required to be made prior to taking out the material from the dock premises.

MODE OF PAYMENT:

a) Payment should be paid as per the Acceptance Letters/Sale Orders through DD/PO in favour of KOLKATA PORT TRUST, HALDIA DOCK COMPLEX, payable at HALDIA. Successful bidders may also deposit payment through RTGS/ NEFT to MSTC IndusInd account via e-Payment gateway available in their login.

[Click Here For procedure of e-payment by RTGS/NEFT](#)

7.0. TAXES & OTHER LEVIES:

7.1. The selected recycler will be responsible for the payment of GST & other duties/levies (if any) applicable on the material lifted have to be submitted as per the Sale Order / Acceptance Letter. Such Taxes are assessed by the GST 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. Haldia Dock Complex, Kolkata Port Trust.

7.2. The rate of GST shall be applicable as per the prevailing rate at the time of issue of Release Order.

8.0. DELIVERY SCHEDULE:

8.1. The buyer shall lift the materials preferably within 24 hrs (or as agreed by the Master of the vessel) on receipt of work order issued by the vessel or prior to sailing of the vessel whichever is earlier.

9.0. FORFEITURE OF MATERIAL VALUE:

9.1. In case the whole or any part of the material collected from the merchant vessel remains uncleared for 15 days after collection, the contractor shall have no claim whatsoever on the goods remaining uncleared and the amount paid to KoPT-HDC 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 contractor will have no right whatsoever to any compensation.

9.2. In case of non-submission of applicable payment for the material lifted within 15 days of collection, the security deposit shall be forfeited without further notice.

10.0. DELIVERY OF THE MATERIALS:

10.1. Purchasers are advised in their own interest to make appointment with the Master of the vessel before placement of vehicles/ barges for taking delivery of the materials collected by them. The recycler at his own cost will make his own arrangement for collection, 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.

10.2. The segregation of material is not allowed.

10.3. Once the material is lifted from the premises of KoPT-HDC, it shall no longer be responsible for any misuse resulting from further unauthorized use or sale.

10.4. 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.

10.5. 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. ARBITRATION /JURISDICTION:

11.1. 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.

12.0 PENALTY

12.1 If on any occasion the selected purchaser(s) fails to collect the used oil

upon requisition by the agent as directed by the office of Manager (MO), a penalty of Rs. 5,000/- for every such occasion will be leviable on the purchaser. If, however, such failure occurs on account of vessels double / triple banked or from vessels at Haldia Oil Jetties, the charge shall be leviable Rs. 10,000/-. The contractor shall be required to deposit such charges within one week of such failure, otherwise the deduction would be made from the Security Deposit and the permission for collecting used oil will be suspended until such time the shortage in the Security Deposit is made good.

1.0 SCOPE OF WORK:

- 1.1 All vessels generate some amount of used oil during their normal operation. Such oil needs to be collected and disposed of from all Merchant Vessels as per International Convention for Prevention of Marine Pollution from ships (MARPOL-73/78) and Hazardous Waste Management and Handling Amendment Rules 2003 of the Ministry of Environment under schedule V and VI.
- 1.2 The job involves collection of used oil generated from Merchant vessels within Haldia Dock Complex. Such collection can be done in oil barges or tanker lorries. Charges as applicable as per Scale of Rates will be payable by the contractor. The contractor must provide an appropriate barge for collection of used oil from Haldia Oil Jetties as well as from double banked ships as and when required.
- 1.3. The contractor has to arrange to keep the water surface in the impounded dock system, jetties and the river bank free of any oil at all times, as per the specific instruction from Marine Operations Division which has to be carried out within 24 hrs. of such work order. Necessary infrastructure and manual labour is to be provided by him for which no payment will be made by HDC, KoPT.
- 1.4 The contractor will have to obtain necessary permissions from Customs and other Authorities as may be necessary at his own cost. HDC, KoPT shall be responsible for issuance of Ship Chandelling License, only on payment of statutory charges.
- 1.5 The contractor would maintain appropriate records of collection of used oil from individual vessels and submit a monthly report to HDC and State Pollution Control Board and/ or other Statutory Authorities as required.
- 1.6 The contractor should get the hazardous waste manifest signed by KoPT official for the disposable oil collected from vessel on every occasion for submission to State Pollution Control Board and/or any other regulatory authority.
- 1.7 If the collected used oil is to be transported to any State outside West Bengal, because of the location of refinery/ treatment plant, necessary transit permit and way bill/road permit as applicable, is to be submitted along with

hazardous waste manifest, at their own cost.

- 1.8 The contractor should submit the pass book issued by State Pollution Control Board to HDC on a monthly basis for making necessary entry for the quantity collected.
- 1.9 Collection of used oil is to be done on “as is where is basis” as per the quantity indicated in the work order issued from time to time by HDC for all Merchant vessels. No complaint from the contractor will be entertained on the quality of used oil obtained from the different points.
- 1.10 The contractor shall make all necessary arrangement of his own for collection of the materials stated above without hampering Port operations. Small quantity of oil floating in engine room bilges of the vessels or in enclosed dock area will have to be collected by mops with labour. If required, contractor has to pump out the used oil from tanks, as directed.
- 1.11 The contractor has to arrange to obtain dock permit for his work men and tanker lorries from HDC after submission of requisite document and fees.
- 1.12 The successful contractor will transport all types of collected used oil to their own premises in West Bengal or outside, at his own cost, arrangement and necessary formalities. No transport charge and related responsibilities will be borne by HDC.
HDC, KoPT reserves the right to reject any or all bids without assigning any reason therefore.
- 1.13 The used oil thus collected must exit the premises of HDC within 15 days of collection failing to which he will not be allowed to collect used oil any further unless and until he clears it from the dock. In case any pollution occurs due to spillage during oil collection or storage in the premises or the river, the concerned contractor will be held responsible and shall be penalized for the same.

2.0 INSTRUCTIONS TO THE BIDDERS:

- 2.1 **Interested parties may also download the document from the KoPT website www.kolkataporttrust.gov.in/ www.haldock.gov.in**
- 2.2 The bidder shall abide by the Norms of the Government of West Bengal, General Conditions of Contract 1993, Contract, Labour (Regulation & Abolition) Act, 1970, Building and other Constructions Workers (Regulation of Employment & Condition of Service) Act 1996, Workmen’s Compensation Act 1923 and relevant provisions of the General Conditions of Contract for engaging any labour in HDC, KoPT.
- 2.3 The Earnest Money will be refunded to the unsuccessful bidder after the e-auction without any interest. The Earnest Money of successful bidder will be converted to Security Deposit. Also, Earnest Money of other unsuccessful bidders (H2/H3) who agree to match the rates of the highest bidder of the

section will also be retained as Security Deposit. However they must inform MSTC within 1500 Hours of the next working day (post auction) about their consent.

- 2.4 Documents submitted by the bidders shall remain the property of the Haldia Dock complex, Kolkata Port Trust. In case the successful bidder fails to accept the contract or submit the security deposit as specified, the EMD / SD will be liable for forfeiture.
- 2.5 Bidders would be contacted over e.mail, fax and mail for any communication required to be made from HDC end.
- 2.6 In case the bidder fails to submit required document within the stipulated time, the e-Auction would be processed in absence of the documents which may result in disqualification of the bidder for the e-Auction.
- 2.7 The Security Deposit will be refunded to the contractor after successful completion of the contract and necessary adjustments if any, without any interest.
- 2.8 Taxes and Duties: Duties and Taxes as applicable are to be borne by the successful bidder.
- 2.9 Bidders will be allowed to submit shortfall documents (relating to capacity or otherwise) within 15 days from the date of receipt of the letter in this regard from HDC. In case the bidder fails to submit required document within the stipulated time, the bidder would be processed in absence of the documents which may result in disqualification of the bidder for the e-Auction.

3.0 **Deposit Balance**

- 3.1 **A security amount of Rs.5,00,000/- (Rupees Five Lacs) only for each section to be deposited by the successful bidder along with for each lot to Haldia Dock Complex, KoPT through Banker's Cheque/Pay Order/Demand Draft in favour of "Haldia Dock Complex, Kolkata Port Trust" before commencement of work.** The contractor shall maintain this deposit balance of minimum Rs.5,00,000/- (Rupees Five Lacs only) and shall replenish the same before subsequent collection order is issued. One photocopy of T.R. of deposit balance to be produced in the office of Manager, Marine operations, HDC. The deposit balance to be refunded to the contractor after successful completion of the contract without Interest.

4.0 **Risk Purchase**

- 4.1 The Contractor will be required to collect used oil from the merchant vessels desiring to discharge the same. Quantity of such waste may be ascertained from the Merchant vessel. If the contractor fails to undertake the work within the period of vessel's stay at Haldia Dock Complex, HDC would be at liberty to get the work done through H-2/H-3 bidder and necessary shortfall in income of KoPT, if any, for the same will be recovered from the Security

Deposit and/or Deposit Balance maintained by the contractor with HDC. However, the Engineer of contract may waive such penalty if he is satisfied that the reasons for not undertaking the work beyond the control of the contractor.

5.0 SPECIAL CONDITIONS OF CONTRACT

- 5.1 Highest bidders will be selected for each of the sections. He will be allowed to collect the Used Oil till exhaustion of his approved limit set by CPCB/ SPCB. He will forewarn the Engineer of the contract well in advance regarding exhaustion of his limit. H-2/H-3 bidders, matching the rates of the highest bidder will be allowed to collect used oil incase the highest bidder is unable to collect the same.
- 5.2 Necessary insurance coverage, if any, for workmen is to be arranged by the contractors for which no payment will be made by HDC, KoPT and any liability/dispute arising out of these shall not have any bearing upon HDC, KoPT.
- 5.3 The contractor shall use only registered crafts/ barges for collection/ disposal of used oil. The crafts/barges shall be insured against wreck and pollution liability. HDC will not allow any craft/ barge/ vehicle for collection and or disposal.
- 5.4 Master/ Chief Engineer/ Local agent of the vessel will make necessary entries in the pass book issued by the Pollution Control Board. Such entries will be submitted to the Engineer of the contract for verification after every transaction.
- 5.5 The contractor shall have to indemnify HDC, KoPT regarding any loss or damage suffered by it or its employees and also to indemnify against any 3rd party claim which may arise while carrying out the assignment as per scope of work.
- 5.6 The contractor shall have to follow all the relevant Labour Laws which are in force and Trustees shall not be responsible in case of any violation thereof in any way. The Contractor shall have to settle or to pay all damages or claims if any passed by any legal authority in case of any dispute between his labour and vessel(s) on which he is deputed to work.
- 5.7 The contractor shall be deemed to have indemnified the trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:
 - a) Payment of all royalties, GST other payments of compensation, if any, for getting all materials and equipment required for work.
 - b) Pollution of water way and damage caused to river, lock, sea or other structure related to waterway during the course of work.

c) Any damage arising due to handling of oil or transportation within docks or outside would be the responsibility of the contractor.

5.8 The job is to be carried out under supervision and to the satisfaction of Manager, Marine Operations/ Dy Manager OT or his representatives.

5.9 In case of any dispute, the decision of the Manager, Marine Operations, HDC, KoPT shall be final and binding on the contractor.

5.10 The contract will automatically come to an end if the permission of CPCB/ SPCB lapses or extension is refused for the remaining period of contract, the contract with HDC will stand terminated and the Security Deposit will be forfeited.

5.11 The General Condition of Contract (G.C.C) of the trustees is annexed. The General Condition will apply except when there is conflict with conditions/terms enumerated in bid document and in such a case, the clause(s) of GCC will be superseded by conditions in the bid document.

6.0 Termination of Contract

6.1 In case of failure on the part of the contractor to carry out any of the assigned works as per contract, HDC, KoPT reserves the right to terminate contract at one month's notice. For three such consecutive failures, HDC, KoPT would be at liberty to terminate the contract without any further notice. However, in case such failure occurs due to exhaustion of limit, such action will not be taken.

6.2 Haldia Dock Complex, Kolkata Port Trust also reserves its right to terminate the contract by giving one month's notice to the contractor without assigning any reason whatsoever.

7.0 Approximate volume to be lifted
Used oil : 200KL per year

8.0 GST rates applicable at 18%.

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"
