



SYAMA PRASAD MOOKERJEE
PORT, KOLKATA
हल्दियागोदीपरिसर
HALDIA DOCK COMPLEX
शिपिंगएंडकागोहैंडलिंगप्रभाग
Shipping & Cargo Handling Division



ऑपरेशनल ऑफिस कंप्लेक्स,
चिरंजीबपुर, हल्दिया-721604,
जिला-पूर्ब मेदिनीपुर.
दूरभाष सं.-(03224) 252559
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Operational Office Complex,
Chiranjibpur, Haldia-721604,
Dist. Purba Medinipur.
Phone No.-(03224) 252559,
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No: TO(Sh&CH)/49/Pt.-V/1372

Date: 25.06.2021.

Notice

**Sale of uncleared / unclaimed / unconnected goods by E-Auction
as per Sec. 61 & 62 of the Major Port Trusts Act, 1963 and Sec. 48 of the Customs Act, 1962.**

Inspection of Lots: 02.07.2021 to 12.07.2021 (both days inclusive).

Bidding Time on MSTC Website: From 11:00 hrs. till 15:00 hrs. on 16.07.2021.

Sale of uncleared / unclaimed / unconnected cargo lying at HDC, SMP Kolkata under TO(Sh&CH) Division, for a period of more than 2 months will be held on Friday, **16.07.2021** under the provisions of Sec. 61 & 62 of the Major Port Trusts Act, 1963 and Sec. 48 of the Customs Act, 1962 on 'as is where is basis', if the importers/owners of the goods do not clear those goods within 10 days from issuance of this notice.

MSTC Ltd., the selling agent of HDC, SMP, Kolkata shall conduct the sale by E-Auction on behalf of HDC, SMP, Kolkata. Those who wish to participate in the aforesaid E-Auction are required to get themselves registered with MSTC Ltd. for which they may contact for details at the address given below:

MSTC Ltd. (A Govt. of India Enterprise)
Eastern Regional Office (ERO)
225-F, AJC Bose Road, Kolkata – 700020
Ph: (033) 2281-2877/2289-1402. **Fax:** (033)2287-4915/8547
Website: www.mstcindia.com / www.mstcecommerce.com
Email: mstcero@mstcindia.co.in

The Lots may be inspected from **02.07.2021** to **12.07.2021** and for the same, Dock Permit may be purchased from the Permit Office at HDC, SMP, Kolkata on production of Sale Catalogue downloaded from MSTC website as well as the ID-Card issued by MSTC Ltd. along with Aadhar Card / Voter ID / Passport on all working days (excepting Holidays and Sundays).

Kindly visit the MSTC website for details of the lots along with Special Terms and Conditions of the E-Auction Sale.

Sanjay K. Chakrabarti
25.06.2021.
(Sanjay Chakrabarti)
Sr. Dy. Manager (Sh&CH)-I,
HDC, SMP Kolkata.

Event Details					
Event No.	Opening Date & Time	Closing Date & Time	Inspection From Date	Inspection Closing Date	EMD Type
MSTC/ERO/Haldia Dock Complex Kolkata Port Trust/1/Chiranjibpore/21-22/7069 Event Type : e-Tender-cum-e-Auction RCM NO	2021-07-16::11:00:00	2021-07-16::15:00:00	2021-07-02	2021-07-12	Item Wise EMD

Seller Details								
Seller /Company Name	Location	Street	City	Country	Telephone	FAX	Email	Contact Person
Haldia Dock Complex Kolkata Port Trust	Chiranjibpore	O/o Sr Deputy Manager Sh and CH, Chiranjibpore	Haldia	INDIA	9434031407	03224252475	sanjayc.hdc@kolkataporttrust.gov.in	Sanjay Kumar Chakrabarti

LOT NO[PCB GRP]/LOT NAME	LOT Description	Quantity & UOM	GST	Location	Pre bid EMD Amount
LOT No. 2 LOT Name.ManganeseOre	ManganeseOre QTY: 178 MT HSN:260200 GSTRate:5% LOCATION:HD C,State:WestBengal	178.0 MT	5.0	HDC State :West Bengal	0.00

LOT No. 7 LOT Name.OtherCoal	OtherCoal QTY: 275 MT HSN:270119 GST Rate: 5%+Compensatio n Cess@Rs.400 per tonne LOCATION:HD C,State:WestBen gal	275.0 MT	5.0	HDC State :West Bengal	0.00
LOT No. 8 LOT Name.Gypsum mixed with other cargo	Gypsum mixed with other cargo QTY: 575 MT HSN:252010 GST Rate:5% LOCATION:HD C,State:WestBen gal	575.0 MT	5.0	HDC State :West Bengal	0.00
LOT No. 9 LOT Name.Gypsum mixed with other cargo	Gypsum mixed with other cargo QTY: 804 MT HSN:252010 GSTRate:5% LOCATION:HD C,State:West Bengal	804.0 MT	5.0	HDC State :West Bengal	0.00
LOT No. 10 LOT Name.STC aquantity of Thermal Coal	STC aquantity of Thermal Coal QTY: 2069 MT HSN:270119 Pre-Bid EMD: Rs 5,00,000/- GSTRate: 5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C, State:WestBengal	2069.0 MT	5.0	HDC State :West Bengal	500000.00

LOT No. 11 LOT Name.STC aquantity of Thermal Coal	STC aquantity of Thermal Coal QTY: 2031 MT HSN:270119 Pre-Bid EMD: Rs 5,00,000/- GST Rate: 5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal	2031.0 MT	5.0	HDC State :West Bengal	500000.00
LOT No. 13 LOT Name.STC aquantity of Thermal Coal	STC aquantity of Thermal Coal QTY: 1150 MT HSN: 270119 Pre-Bid EMD: Rs 4,00,000/- GSTRate:5% + Compensation Cess@ Rs.400 per tonne LOCATION:HD C,State:WestBengal	1150.0 MT	5.0	HDC State :West Bengal	400000.00
LOT No. 14 LOT Name.STC aquantity of Thermal Coal	STC aquantity of Thermal Coal QTY: 1919 MT HSN: 270119 Pre-Bid EMD: Rs 4,00,000/- GST Rate: 5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal	1919.0 MT	5.0	HDC State :West Bengal	400000.00

<p>LOT No. 15 LOT Name.STC aquantity of Thermal Coal</p>	<p>STC aquantity of Thermal Coal QTY: 3955 MT HSN: 270119 Pre-Bid EMD: Rs 6,00,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION: HDC, State: WestBengal</p>	3955.0 MT	5.0	HDC State :West Bengal	600000.00
<p>LOT No. 16 LOT Name.STC aquantity of Thermal Coal</p>	<p>STC aquantity of Thermal Coal QTY: 1395 MT HSN: 270119 Pre-Bid EMD: Rs 4,00,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal</p>	1395.0 MT	5.0	HDC State :West Bengal	400000.00
<p>LOT No. 17 LOT Name.STC aquantity of Thermal Coal</p>	<p>STC aquantity of Thermal Coal QTY: 1275 MT HSN: 270119 Pre-Bid EMD: Rs 4,00,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal</p>	1275.0 MT	5.0	HDC State :West Bengal	400000.00

<p>LOT No. 18 LOT Name.STC aquantity of Thermal Coal</p>	<p>STC aquantity of Thermal Coal QTY: 1100 MT HSN: 270119 Pre-Bid EMD: Rs 4,00,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal</p>	1100.0 MT	5.0	HDC State :West Bengal	400000.00
<p>LOT No. 19 LOT Name.STC aquantity of Thermal Coal</p>	<p>STC aquantity of Thermal Coal QTY: 1470 MT HSN: 270119 Pre-Bid EMD: Rs 4,00,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal</p>	1470.0 MT	5.0	HDC State :West Bengal	400000.00
<p>LOT No. 20 LOT Name.Iron Ore Fines in Bulk</p>	<p>Iron Ore Fines in Bulk QTY: 9987.01 MT HSN: 26011120 Pre-Bid EMD: Rs 6,00,000/- GST Rate:5% LOCATION: HDC, State: WestBengal</p>	9987.01 MT	5.0	HDC State :West Bengal	600000.00

LOT No. 21 LOT Name.STC aquantity of Thermal Coal	STC aquantity of Thermal Coal QTY: 4309.11 MT HSN: 270119 Pre-Bid EMD: Rs 5,00,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal	4309.11 MT	5.0	HDC State :West Bengal	500000.00
LOT No. 22 LOT Name.STC aquantity of Thermal Coal	STC aquantity of Thermal Coal QTY: 5860.40 MT HSN: 270119 Pre-Bid EMD: Rs 6,00,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal	5860.4 MT	5.0	HDC State :West Bengal	600000.00
LOT No. 23 LOT Name.STC aquantity of Thermal Coal	STC aquantity of Thermal Coal QTY: 6722.22 MT HSN: 270119 Pre-Bid EMD: Rs 7,50,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal	6722.22 MT	5.0	HDC State :West Bengal	750000.00

LOT No. 24 LOT Name.STC aquantity of Thermal Coal	STC aquantity of Thermal Coal QTY: 5787.82 MT HSN: 270119 Pre-Bid EMD: Rs 6,00,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal	5787.82 MT	5.0	HDC State :West Bengal	600000.00
LOT No. 25 LOT Name.Iron Ore Fines in Bulk	STC aquantity of Thermal Coal QTY: 5987.41 MT HSN: 270119 Pre-Bid EMD: Rs 4,00,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal	5987.41 MT	5.0	HDC State :West Bengal	400000.00
LOT No. 26 LOT Name.STC aquantity of Thermal Coal	STC aquantity of Thermal Coal QTY: 5787.82 MT HSN: 270119 Pre-Bid EMD: Rs 5,00,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal	5787.82 MT	5.0	HDC State :West Bengal	500000.00

LOT No. 27 LOT Name.STC aquantity of Thermal Coal	STC aquantity of Thermal Coal QTY: 6241.05 MT HSN: 270119 GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal	6241.05 MT	5.0	HDC State :West Bengal	0.00
LOT No. 28 LOT Name.STC aquantity of Thermal Coal	STC aquantity of Thermal Coal QTY: 6241.05 MT HSN: 270119 GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal	6241.05 MT	5.0	HDC State :West Bengal	0.00
LOT No. 29 LOT Name.STC aquantity of Thermal Coal	STC aquantity of Thermal Coal QTY: 3793.29 MT HSN: 270119 Pre-Bid EMD: Rs. 5,00,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal	3793.29 MT	5.0	HDC State :West Bengal	500000.00

<p>LOT No. 30 LOT Name.STC aquantity of Thermal Coal</p>	<p>STC aquantity of Thermal Coal QTY: 3447.29 MT HSN: 270119 Pre-Bid EMD: Rs. 5,00,000/- GSTRate:5% + Compensation Cess@Rs.400 per tonne LOCATION:HD C,State:WestBengal</p>	<p>3447.29 MT</p>	<p>5.0</p>	<p>HDC State :West Bengal</p>	<p>500000.00</p>
<p>LOT No. 31 LOT Name.Iron ore Pellets</p>	<p>Iron ore Pellets QTY: 15.291 MT HSN: 260111 GST Rate:5% LOCATION:HD C,State:WestBengal</p>	<p>15.291 MT</p>	<p>5.0</p>	<p>HDC State :West Bengal</p>	<p>0.00</p>

NOTE: This e-Auction shall be conducted as a tender-cum-eAuction.

CLICK HERE FOR SPECIAL TERMS.

Compensation Cess @ Rs. 400/- per MT to be paid by H1 bidder directly to HDC, SMP, Kolkata preferably within ten (10) working days (Except Sundays) of issuance of Delivery Order (D.O.) by MSTC.

NOTE--The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the Live eAuction Floor (and not under Forthcoming Auctions) as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of eAuction Registration with MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's eAuction Website are tentative and subject to change at MSTC's sole discretion before the start of eAuction. Bidders should therefore download the Material List and STC displayed only under View Live Auctions for their record purpose, if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the eAuction Website and clicking on NEW USER. Participation in the eAuction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the STC, BSTC and GTC. In case of any conflict between the STC and BSTC, the STC shall prevail. MSTC shall have the right to issue addendum to the STC or BSTC, to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.

NOTE-1-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/MSTC_Static_Pages/frontpage/INTEGRITY_PACT_-_Buyer-Seller.htm.

SPECIAL TERMS & CONDITIONS

NOTE: With the implementation of Goods & Service Tax (GST) w.e.f. 01st July 2017 in India, VAT/SALES Tax will be discontinued and these taxes be subsumed in GST. GST will be payable on all goods (whether scrap or otherwise) by the concerned Buyer. Hence, all Buyers having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate referring GST Registration Number needs to be submitted with MSTC for updating Buyer Registration details. MSTC/Seller will not be liable to issue any Sale Order / Delivery Order / Invoice etc. wherever GST Registration Number is not submitted.

N.B.: "Bidders are required to submit separate DD / PO for separate lot awarded to them in respect of both EMD and balance money. Combined payments, if submitted will not be accepted. The EMD must be in the form of a Demand Draft / Pay Order drawn in favour of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata, payable at Haldia. EMD through RTGS must be routed through our website with an intimation to MSTC, ERO indicating the buyers id, UTR No. as provided by the benefactor bank.

PRE BID EARNEST MONEY DEPOSIT (PEMD): The bidders intending to bid should deposit Pre-bid EMD 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 PAY GLOBAL EPAYMENT LINK provided in the bidders" login.

Only those registered bidders will be activated / allowed to bid who have deposited the said Pre-Bid EMD within the scheduled time period.

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 fulfil any of the terms and conditions of the E-Auction and login will be activated thereafter on the basis of buyer"s application. The deposit amount will ultimately be adjusted against the balance material value / final instalment 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.

FOR PAYMENT DEATILS REFER THE LINK BELOW.

<http://www.mstcecommerce.com/auctionhome/RenderFileGeneralAuctions.jsp?file=BuyerManual forePayment.pdf>

Note: 1. Net-banking option: The amount will be credited in T+1 EOD basis, so the buyer should remit the fund through Net banking 24 hours before the last day mentioned in the Auction Catalogue. Fund transfer through Net banking is NEFT transaction and the same will be credited in MSTC account the next very day excluding Sunday/holiday as per RBI guidelines.

2. Buyer has to inform the details such as amount transferred, date of transfer, buyers bank name, UTR No., Auction No., Lot No., payment type such as Pre-bid EMD, Service Charge to the DT Official whose name is appearing in the Auction Catalogue on the same day of the date of transaction. MSTC has no responsibility of delay in activation and issue of AL, DO, etc. in case buyers failed to inform through mail.

1.1 The goods mentioned herein having been remaining uncleared / unclaimed for more than two months, the custodian Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as SMP, Kolkata) intends to sell the same under the provisions of Section 61 & 62 of the Major Port Trusts Act 1963 as well as Section 48 and Section 150 of the Customs Act, 1962.

1.2 Subject to the reserve price being reached and on the terms & conditions hereunder sale of uncleared/unclaimed cargo shall be made to the highest auction bidder on “as is where is” and “no complaints” basis.

1.3 MSTC Limited is the Selling Agent of HDC, SMP, Kolkata and hereinafter referred to as MSTC.

1.4.0 Permits for entry into Docks and Jetties for inspection of the lots can be had from any of the SMP, Kolkata permit offices on payment of scheduled charges and on production of Sale Catalogue downloaded from MSTC website. www.mstcindia.com; photocopy of ID card issued by MSTC and photocopy of Voter ID card.

1.4.1 Permits for HDC (Haldia Dock Complex) will be issued from HDC.

1.4.2 For entry into Docks / Jetties on Saturdays & Sundays at HDC, intimation has to be given in advance to O/o Deputy Manager, Shipping & Cargo Handling Division at G. C. Berth, HDC, Haldia – 721604.

1.5 In terms of Dock Workers“ (Safety, Health and Welfare) Regulations, 1990, no person shall be allowed to enter into the Docks / Jetties, Railway Yards, storage spaces or any other operational area unless equipped with a protective helmet and other PPEs.

2.0 SALE INTIMATION:

Immediately after closing of E-auction, a system generated automatic Sale Intimation Letter (SIL) will be issued by e-mail to the successful highest bidder advising him to deposit the prescribed Earnest Money Deposit (EMD)/Security Deposit (SD) with applicable GST (As applicable for respective Lots) on EMD 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 up to 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. 4

Post/Courier etc. Bidders must always keep their registered e-mail account valid and keep a watch on their incoming mail for their own convenience.

3.0 VALIDITY

3.1 All bids will be valid for acceptance by MSTC for a period of 60 days from the date of closing for 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 and which may be extended for any further period of time as may be mutually agreed upon by MSTC/HDC, SMP, Kolkata and the bidder.

3.2 The contract shall be valid up to the validity period of the Delivery Order / Release Order issued by MSTC/Principal or up to the extended period of validity of the Delivery Order/Release Order, in case the delivery period is extended by the Principal at their sole discretion as the case may be.

4.0 CAVEAT EMPTOR:

4.1 The bidders should inspect lots before bidding. The lots will be sold on „AS IS WHERE IS“ and „NO COMPLAINTS“ basis. The quantity, quality, measurement, number, weight and condition of the materials indicated are all approximate. The whole of the lot/lots shall be taken from the site of accumulation with all faults and errors in description and no selection or sorting whatsoever of the goods will be allowed. 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 respects 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. No sale shall be invalidated by reasons of any defect or fault in any of the lots or on account of any lot being incorrectly described and no compensation shall be paid in respect of any such faults or errors in description.

4.2 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 HDC, SMP, Kolkata/MSTC and/or the Authorities after the bid is opened/accepted. 5

4.3 HDC, SMP, Kolkata/MSTC does not give any warranty or guarantee for the quality, chemical composition of each individual item in the lot or about the end use or fitness for a particular purpose.

5.0 EARNEST MONEY DEPOSIT FOR AUCTION:

5.1 Upon acceptance of the auction bid the buyer shall have to pay Earnest Money/Security Deposit @ 25% of material value, along with applicable GST (as applicable for respective lots) on EMD, against accepted bids positively within 7 (seven) days of confirmation of bid by Demand Draft/Pay Order on any nationalized/Scheduled Bank in favour of Haldia Dock Complex, SMP, Kolkata payable at Haldia.

5.2 If any offer is accepted on – SUBJECT TO APPROVAL – (STA) basis the buyer shall have to pay Earnest Money/Security Deposit @ 10% of material value with applicable GST (as applicable for respective lots) on EMD, against accepted bids positively within 7 (seven) days of acceptance of the bid by Demand Draft/Pay Order on any Nationalized/Scheduled Bank in favour of Haldia Dock Complex, SMP, Kolkata payable at Haldia.

5.3 Third party Banker's Cheque issued by Bank account any name other than buyer will not be accepted.

5.4 In case, the last day of payment happens to be closed day or holiday for MSTC or the Banking Institutions, the next working day will be taken as the last day of payment of Earnest Money / Security Deposit.

5.5 After receipt of full Sale Value and all applicable taxes and all applicable other charges, SALE RELEASE ORDER WILL BE ISSUED BY HDC, SMP, KOLKATA. UPON ISSUE OF SALE ORDER, THE EMD/SD WILL BE ADJUSTED AGAINST MATERIAL VALUE.

5.6 Non-submission of EMD/SD within the stipulated time will lead to deactivation of the concerned buyer.

5.7 In case of failure to pay Earnest Money/Security Deposit with applicable GST within seven (7) days of confirmation of bid/acceptance of bid as STA, the buyer will have the option to make full (100%) of Material value along with GST/IT (TCS) and other statutory duties/tax/levy as applicable, in respect of bids confirmed by the SIL within 14 (fourteen) days of confirmation of Auction closing date for SOLD (confirmed) Lots or the date of issuance of acceptance letter for STA Lots, as the case may be, by Demand Draft/Pay Order on any Nationalized/Scheduled Bank in favour of Haldia Dock Complex, SMP, Kolkata payable at Haldia.

6.0 PAYMENT OF BALANCE MATERIAL VALUE:

6.1 Balance amount (i.e. Material value less EMD/SD) along with GST/IT (TCS) & other statutory duties (other than Customs duty, already taken consideration of in the bid amount as per 10.4)/tax/levy, as applicable, will be required to be paid within 14 (fourteen) days from Auction closing date, excluding the auction closing date, for SOLD (confirmed) lots. For STA lots, Balance

amount (i.e. Material value less EMD/SD) along with GST/IT (TCS) & other statutory duties/tax/levy, as applicable, will be required to be paid within 14 (fourteen) days from the date of issuance of acceptance letter. Payment to be made in favour of Haldia Dock Complex, SMP, Kolkata payable at Haldia. Balance material value must be paid as per Sale Acceptance Letter. The Demand Draft/Pay Order must be deposited at any office of MSTC Ltd., for issue of Delivery Order. Demand Draft/Pay Order paid by any Co- operative Bank will not be accepted. (* Applicable GST Rate will follow extant Govt. circular on the subject and date of Balance Money payment will be the point of taxation in accordance with Rule 4(a)(iii) of the POTR Rules, 2011). However, in case of dispute regarding applicable GST and other taxes, under prior approval of the Principal taken through MSTC, the buyer may make payment of Balance amount excluding GST and other taxes within the stipulated period as mentioned above. In such case, the applicable GST and other taxes will have to be paid to HDC, SMP, Kolkata through MSTC in the form of Demand Draft/Pay Order before issuance of delivery order by MSTC for the said sold lot.

6.2 Third party Banker's Cheque issued by Bank account any name other than the buyer will not be accepted.

6.3 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.

6.4 In case of default in making payment of Balance amount within the time limits specified in Clause No. 6.1, 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 21 (twenty one) calendar days from the date of the expiry of the free-payment time. Thereafter, the EMD amount shall automatically stand forfeited. This facility will only be available to those bidders complying with Clauses 5.1/5.2 above, i.e. to only those bidders who deposit Earnest Money/Security Deposit @ 25% of material value against SOLD (confirmed) Lots or 10% of material value against STA Lots positively within 7 (seven) days of Auction closing date or issuance of acceptance letter for STA Lots, as the case may be.

7.0 TAX

7.1 GST/IT (TCS) & other Statutory Duties/Tax/Levy, as applicable, shall have to be paid by the buyer in addition to sale price and in favour of Haldia Dock Complex, SMP, Kolkata payable at Haldia. The rate of Taxes mentioned in the Sale Catalogue is subject to verification. Actual Tax, as applicable, will be realized from the buyers irrespective of what has been mentioned herein.

7.2. Sale would be deemed to have been concluded at the dock gates at HDC. As such, the GST only will be applicable.

7.3. Income Tax @ 1.00 % on purchase price will be charged. Purchase price means base price + GST and other applicable charges. 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.

7.4 Compensation Cess @ Rs. 400/- per MT to be paid by H1 bidder directly to HDC, SMP, Kolkata preferably within ten (10) working days (Except Sundays) on issuance of Delivery Order (D.O.) by MSTC.

8.0 DELIVERY SCHEDULE

8.1 Delivery schedule of sold lots will be displayed on the Notice Board at the office of the Deputy Manager (Shipping & Cargo Handling), G. C. Berth and will be intimated to the buyers over phone or through e-mail.

8.2 The buyer shall lift the materials free of demurrage within 10 (ten) days from the date goods are made available for delivery in terms of Sec. 7.2 of the HDC, SMP, Kolkata Scale of Rates. The free period will be calculated excluding customs notified compulsory holidays only.

8.3 DEMURRAGE In case of any default in lifting the materials by the buyer (s) within the time limit specified herein above, the outstanding materials may be lifted thereafter on payment of demurrage as per HDC, SMP, Kolkata Scale of Rates within 30 (thirty) calendar days after the expiry of the demurrage free period.

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 towards Sale price shall stand forfeited at the expiry of the said period. HDC, SMP, Kolkata 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 even under 6.4 above, the EMD shall be forfeited without further notice and the defaulting bidder will be deregistered and deactivated.

10. DELIVERY OF THE MATERIALS

10.1 For delivery, buyers must report to the Shipping & Cargo Handling Section of HDC, SMP, Kolkata at General Cargo Berth, HDC, Haldia-721604 and produce the delivery order issued by MSTC. The buyer should submit a copy of photo ID Card issued by MSTC and detailed particulars such as PAN, GST Regn. No., Contact Telephone No. and Bank a/c. particulars i.e. Name of Bank with Code No., Name of the Branch, Type of Account & A/c No., MICR Code etc. if not furnished earlier, to the Shipping & Cargo Handling Section of HDC, SMP, Kolkata for record.

Incidentally, refund of Earnest Money or excess sale price, where applicable, will be made by HDC, SMP, Kolkata through ECS for which bank account particulars are essential.

10.2 Should the original buyer wishes to take delivery of the goods through a representative, he must authorize the latter by a letter of authority duly attesting the signature of the representative and this must be presented to the Deputy Manager (Shipping & Cargo Handling), G. C. Berth. Delivery by proxy will be at the purchaser's own responsibility and risk and no claim shall lie against HDC, SMP, Kolkata on any account whatsoever, in the event of wrong person taking delivery. Re-sale or transfer of a lot to a third party shall not be recognized. Delivery order will be made out in the name of the original buyer only.

10.3 Delivery of the sold lots will be subject to observance of necessary Customs formalities as per rule.

10.4 Before delivery of sold lots, HDC, SMP, Kolkata will have to pay admissible duty to the Customs Authority in terms of Section.150 of Customs Act, 1962 out of sale proceeds, that is, the bid amount, in terms of the custodian sale conducted under S.61 & S.62 of the M.P.T. Act, 1963, for which, should include customs duty applicable for the material. A reasonable period will be required by HDC, SMP, Kolkata for preparation of Sale Bill of Entry, assessment of duty by the Customs and payment of assessed duty to the Customs by HDC, SMP, Kolkata.

10.5 Permits for both persons and vehicles can be had from the HDC, SMP, Kolkata's Permit Offices on payment of scheduled charges for entry into docks and Jetties for inspection of lots prior to bidding and for delivery of sold lots.

10.6 Gate delivery charge as per HDC, SMP, Kolkata, Scale of Rates will be levied on all sold lots at the time of delivery. Where HDC, SMP, Kolkata labour / appliances are utilized for lifting the goods at the time of delivery, loading charge in addition to Gate delivery charges will be levied as per HDC, SMP, Kolkata Scale of Rates.

10.7 Purchasers will make their own arrangements for the clearance of sold lots. Availability of the HDC, SMP, Kolkata mobile equipment for lifting the goods is not guaranteed.

10.8 For lots sold on "weight basis" Bid should be given per M.T. Actual weight of the lot will be ascertained after weighment at the time of delivery.

10.9 For lots sold on "weight basis" if the actual weight of the goods in the lot available for delivery is found to be more than the estimated weight, the buyer shall have to take delivery of the same and pay the balance sale price, to be calculated at the rate of accepted offer for the weight found in excess, at the nominated point before taking delivery of the same.

If, however, the actual weight of the goods under the lot available for delivery is found less than the estimated weight, proportionate refund to be calculated at the rate of the accepted offer for the weight found less, will be given to the buyer.

10.10 In case of "weight basis" sale, if the buyer wishes to receive the weighment certificate, he shall have to pay necessary charges as per HDC, SMP, Kolkata Scale of Rates to obtain the same. 12

10.11 For lots sold on weight basis, weighment will be normally done at HDC, SMP, Kolkata Weighbridge on all working days during the General Shift. However, in case of non-availability of HDC, SMP, Kolkata weighbridge, weighment may be done at a Customs approved private weighbridge near the vicinity of docks and the cost for weighment as well as the charges for deployment of HDC, SMP, Kolkata personnel to escort the cargo will have to be borne by the buyer. Weighment and / or delivery beyond the General Shift may be permitted in deserving cases on prior application, subject to availability of manpower and / or equipment.

10.12 In case of lots sold on weight basis the buyers must take delivery of the entire material sold on as is where is basis. Lifting of the material on „pick and choose“ basis leaving a part of the lot will not be allowed under any circumstances. No refund of sale price will be allowed if the entire lot is not cleared.

11. SPECIAL CONDITIONS FOR SPECIFIC CATEGORIES OF GOODS.

11.1 For hazardous items such as batteries lead, transformer oil etc., customers registered with MOEF (Ministry of Environment & Forest) / CPCB (Central Pollution Control Board) are eligible for participation.

11.2 In case of hazardous waste provisions under Rule No. 19 & 20 of the Hazardous Waste (Management & Handling) Rules, 2003 have to be complied with and only those agencies who are Eligible under the said rules to receive and use the cargo can take delivery of the goods. Necessary formalities are required to be observed at the time of clearance.

11.3 The bidders for lots comprising Controlled Commodities or Restricted Articles must possess requisite valid Dealers, manufacturer's license for the same issued by competent authority, as indicated against respective lots.

11.4 Valid Transit Pass issued by West Bengal Forest Department will be necessary before delivery of timber/logs/veneer.

12. WITHDRAWAL/CANCELLATION OF SALE OF LOTS.

12.1 HDC, SMP, Kolkata/MSTC has the sole authority to accept or reject any offer without assigning any reason whatsoever.

12.2 Any lot or part thereof may be withdrawn from sale at any time without assigning any reason whatsoever.

12.3 HDC, SMP, Kolkata/MSTC may, without assigning any reason or under custom's advice at any stage including the stage as in 10.3, and/or the advice of the Trustees, cancel the sale of a lot. In such cases, the amount deposited by the respective purchaser will be refunded without interest and such purchaser will not be entitled to any compensation whatsoever.

13. SECURITY OF SOLD MATERIALS:

Though utmost care will be taken by HDC to prevent any loss/ theft/ pilferage etc., the successful bidder/ buyer must make his own arrangement for the safety/ security of materials sold to him. The buyer may post security guards round the clock and name of security guards to be made available to HDC, SMP, Kolkata so that Gate Passes/ Permits may be issued to them on payment of all statutory charges. In no case HDC, SMP, Kolkata will be responsible for any loss or theft of such materials already sold to the buyer nor there will be any demand in the reason of whatsoever nature. The successful bidder/ buyer will be responsible for safe custody of his own tools, tackles and other materials.

14. STATUTORY OBLIGATIONS:

All the statutory obligations not specified herein but are supposed to be fulfilled by the bidder including Dock Safety Regulation; Environmental Pollution Control Norms etc. are to be complied by the buyer, who shall remain responsible for all the consequences in case of default reported by any statutory agency.

15. WORKMEN COMPENSATION:

Successful buyer has to maintain insurance policies in respect of all insurable liabilities e.g. Motor Vehicles Act, Workmen Compensation Act, Fatal Accident Act and Personal Injuries Insurance Act etc.

16. NOTE

a. If the successful highest Bidder (Confirmed or Provisional/Subject to approval) fails to pay the EMD/Security Deposit with applicable GST in time, from the date of confirmation of bid, then he shall be DEBARRED for a minimum period of 12 (twelve) months from participating in all e- Auctions and disposal sales by MSTC on behalf of this principal.

b. The bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer specific Terms and conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.

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

d. The weight shown against lots to be sold on weight basis is estimated weight and subject to weighment at weighbridge at the time of delivery. Some of the Abbreviations used:-

U/C: Un-Connected; U/M: Un-Manifested; C/S: Cases; CTN: Carton; Pkg: Package; B/s: Bales, HDC: Haldia Dock Complex; SMP: Syama Prasad Mookerjee Port, CFS: Container Freight Station.

e. In case of any dispute, or difference over the interpretation of working of these conditions, the decision of the Sr. Deputy Manager (Sh&CH), HDC, SMP, Kolkata shall be final and binding on all concerned.

f. The buyers shall be liable for any damage to HDC, SMP, Kolkata properties or injury to HDC, SMP, Kolkata personnel caused by their men or lorry, in course of their work and shall keep the HDC, SMP, Kolkata indemnified against all losses or damage and bear expenses or consequences arising thereof.

g. HDC, SMP, Kolkata GST No. 19AAAJK0361L1Z3; PAN: AAJK0361L; TAN: CALH02424C

h. The bank account details of HDC, SMP, Kolkata is appended below:

i) Beneficiary name: Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex.

ii) Account Number: 1604050000064.

iii) Account Type: Current.

iv) Bank Name: Punjab National Bank.

v) Branch Name: Haldia Dock Complex.

vi) IFS Code: PUNB0160420.

i. The bidders may get in touch with the Shipping & Cargo Handling Division at O/o Sr. Deputy Manager (Shipping & Cargo Handling) at Chiranjibpur, HDC, Haldia – 721604, Telephone (03224) 252559 & (03224) 252304, Mobile No.: (+91) 9434031407, E-mail: sanjayc.hdc@kolkataporttrust.gov.in regarding any clarification about the sale conditions or any specific lot.

ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON WEBSITE, www.mstcindia.co.in