

| Event Details | | | | | |
|--|----------------------|----------------------|----------------------|-------------------------|---------------|
| Event No. | Opening Date & Time | Closing Date & Time | Inspection From Date | Inspection Closing Date | EMD Type |
| MSTC/ERO/ Kolkata Port Trust/65/BB D Bag/23-24/51078 Event Type : e-Tender-cum-e-Auction RCM NO | 2024-03-15::12:00:00 | 2024-03-15::16:00:00 | 2024-02-26 | 2024-03-14 | Item Wise EMD |

| Seller Details | | | | | | | | |
|----------------------|----------|----------------------|---------|---------|-------------|-------------|---------------------------------|-----------------------------|
| Seller /Company Name | Location | Street | City | Country | Telephone | FAX | Email | Contact Person |
| Kolkata Port Trust | BBD Bag | 6, Garden Reach Road | Kolkata | INDIA | 03324594126 | 03324594126 | nbhutia@kolkataporttrust.gov.in | Sri N. Bhutia- For MM (I/c) |

| LOT NO[PCB GRP]/LOT NAME | LOT Description | Quantity & UOM | GST | Location | Pre bid EMD Amount | Bid Valid Till (DD-MM-YYYY) |
|--------------------------|-----------------|----------------|-----|----------|--------------------|-----------------------------|
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|--|---|---------|------|---|------------|------------|
| LOT No. L - 81 (OP)/22 LOT Name.Demolition and Disposal of Shed no 2 | Demolition & Disposal of Shed no. 2 CLICK HERE FOR LOT DETAILS, LOT PHOTO & SPECIAL TERMS & CONDITIONS. 10% of the material value is to be deposited as Additional Security Deposit Money through RTGS or any e-transfer mode to MSTC A/c by the successful buyer. Prebid EMD amount of Rs. 10,00,000/- is to be submitted through Global EMD. Delivery Time : 6 months | 1.0 LOT | 18.0 | NSD under SMP, Kolkata State :West Bengal | 1000000.00 | 14-05-2024 |
|--|---|---------|------|---|------------|------------|

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

NOTE: The Goods & Service Tax (GST) is implemented with effect from 01st July 2017 in India. GST will be payable on all goods (whether scrap or otherwise). Copy of certificate mentioning GST Registration Number needs to be submitted with the respective office of MSTC Ltd. (from where Registration was done) for updating Buyer Registration details. MSTC/Seller will not be able to issue any Sale Order/Delivery Order/Invoice, etc. wherever GST Registration Number is not updated.

PRE-BID EMD: The intending buyers have to deposit pre-bid EMD as detailed favouring MSTC Limited by way of online transfer of payment through RTGS/NEFT, which must be routed through our website only.

The process to be followed by Bidders for payment of Pre-Bid:

Bidders after successful login will get three new links at their homepage as

- a. Pay Pre Bid EMD
- b. EMD Refund Request
- c. EMD Ledger

Bidders are requested to click on the link Pay Pre Bid EMD and generate the pre bid EMD payment challan. This challan shall be valid for three days from the date of generation. For separate transaction separate challan is to be generated. After generation of the challan the bidders has to get the amount transferred from their bank through NEFT/RTGS.

Pre bid transferred by any other link will not be considered for bidding in the auction. Submission of Pre Bid EMD through DD/PO is not acceptable. The amount deposited by the bidders will be updated on receipt of confirmation from bank. Thus the bidders are advised to deposit the pre bid EMD well in advance. Once the EMD is received and intimation is received from the bank the amount will be visible in the buyer's login through the link EMD ledger. In case the bidder wants to apply for refund they may apply for refund from their login through the link EMD refund request. Refund to bidder as per their online request will also be processed from MSTC HO on the next working day. This payment will be credited to a specific MSTC HO PNB account only and as per successful bidding, equivalent amount will be forwarded to respective Region/Branch on the next working day. This pre-bid EMD cannot be used for any other purpose. Remittance of pre-bid EMD should be done strictly as per the process detailed above. The Pre-Bid amount will be liable for forfeiture for any failure of the successful bidder to fulfill any of the terms and conditions of the E-Auction. No interest is payable on this pre-Bid EMD. The Pre-Bid EMD of the successful bidder may be converted / adjusted against the SECURITY DEPOSIT .

Non submission of EMD within the stipulated time will lead to deactivation and deregistration of the concerned buyer, thereby debarring them

as per MSTC policy, in case of back out buyers. In case, Pre-Bid EMD is applicable, login shall remain activated but Pre-Bid EMD will be forfeited.

FOR ANY QUERIES, PLEASE CONTACT

AT MSTC, KOLKATA :

Smt. Shruti Sharma Mahajan, DM(ERO), Mb.: 7044064654, Phone No.033-23400020/21/22 (Extn: 1611), Email: eroopn3@mstcindia.in

Shri. Roushan Kumar, DM (ERO), Mb.: 7255896564, Phone No.033-23400000 (Extn: 1615), Email: eroopn5@mstcindia.in

Eastern Regional Office: 033-23400000/23400008

HELP DESK:L: 07969066600, Email:helpdesk@mstcindia.co.in

AT SMP, KOLKATA :

To Contact following SMPK official for inspection of materials .

1. Shri S.K. Halder SE (NSD), Civil Engineering Department , M. : 9674720075, Email Id : sk.halder@kolkataporttrust.gov.in

1. Shri N. Bhutia, Sr. DMM-I, M. 9051888657, Email : nbhutia@kolkataporttrust.gov.in

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1. GST if applicable is to be paid by the buyer at applicable rates over and above the material value i.e. Basic value plus GST amount and late payment charges if applicable.

2.For scrap material to be delivered in weight, no cutting will be allowed unless certified by the concerned custodian. For equipment, cutting may be allowed for facilitating transportation of the same on receipt of application by the purchaser and such permission may be granted at the discretion of KOPT for which clearance is to be obtained from the Port Fire Service and payment of requisite charges is to be made by the buyer on compliance of related formalities as might be necessary as well.

3.For any scrap/equipment/building/structure etc. located/lying within the dock premises sold in e-auction for which dock entry permit will be necessary purchaser will be issued free permit for men, machine, vehicle etc. on receipt of specific application for such entry on compliance with all formalities in this respect. Customs Duty if any is to be paid by the buyer . GST would be applicable extra. TCS

@ 1% would be applicable extra.

4. Any change in quantity, item etc. may be made at the discretion of the seller and for that purpose, the potential bidders are advised to keep close watch on the Auction Catalogue in their own interest.
5. The material which will be delivered in weight is to be recorded at SMP, Kolkata's weighbridge at Materials Management Division having capacity of 20 MT (Maximum) will be final and binding to the buyer. The gross and tare weight of the vehicle is to be taken at the above weighbridge.
6. In the above weighbridge, weighment can be taken only of trucks (6 wheeler) of standard size. No oversized Trucks and Trailors can be accommodated at the said weighbridge.
7. The buyer shall not take any material not included in the lot.
8. No delivery will be allowed beyond 16:30 hrs as per guideline and therefore the vehicle loaded with material should report at the weighbridge at MM Division well in advance failing which the vehicle will get detained within the premises of MM Division without any driver, helper etc. at the risk of the buyer and same will be released only on the next working day. However SMP, Kolkata will not be responsible for such detention which may have occurred due to delay in arriving at the weighbridge of MM Division for any reasons.
9. The buyer is required to make advance programme for weighment of vehicle and delivery with MM Division and with the contact person of the Custodian Department.
10. Considering the safety issue, the loading of the materials is to be executed starting from the road side and not from the wharf side inside the dock premises.

1. SALE INTIMATION:

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. However issue of SIL is only for record purpose and payment of Post-Bid EMD/SD will have to be made within the stipulated time counted from the date of Closing of e-Auction, irrespective of the date of issue of the Sale Intimation Letter by mail. 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 MD/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.

1.1. Subject to the reserve price, if any, fixed for the materials by the owner M/s Kolkata Port Trust (thereinafter referred to as KOPT) or

persons duly authorized in this regard (hereinafter called as Authorities) and on the terms and conditions hereunder sale shall be made to the highest auction bidder on ~As is where is and no complaints basis~.

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

As per the provision of Hazardous Waste (Management, Handling & Transboundary Movement) Rules 2008 and its subsequent amendments, Used/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). Hence all these registered recyclers &/or reproprocessors under MOEF/CPCB 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 should be provided at the time of depositing payment.

2.0 VALIDITY :

2.1 VALIDITY OF BIDS: All Bids will be valid for acceptance by MSTC for a period of 60 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 upto the next working day of MSTC.

2.2 THE CONTRACT SHALL BE VALID FOR A PERIOD OF 120 DAYS FROM THE DATE OF ISSUANCE OF ACCEPTANCE LETTER.

3.0 CAVEAT EMPTOR :

3.1. 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.

3.2. 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/MSTC and/or the Authorities after the bid is opened/accepted.

3.3. KOPT/MSTC does not give any warrantee or guarantee for the quality, chemical composition of each individual items in the lot or about the end use or fitness for a particular purpose.

4.0 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 Demand Draft/Pay Order on any Nationalized/Scheduled Bank in favour of M/s Kolkata Port Trust payable at KOLKATA. 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. It must be noted by the Bidders that such Sale Order/Acceptance Letter will be issued by MSTC only for the

purpose of record and payment of remaining sale value along with taxes and duties must be made within the above specified time.

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 by Demand draft/Pay order on any Nationalized/Scheduled Bank in favour of M/s Kolkata Port Trust payable at Kolkata.

4.3. All offers including the offers accepted on the ~SUBJECT TO APPROVAL~ (STA) basis shall remain valid for a period of 60 calendar days from the date of close of auction which may be extended for any further period of time as may be mutually agreed upon.

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

4.5. Non submission of EMD within the stipulated time will lead to deactivation and deregistration of the concerned buyer.

5.0. PAYMENT OF BALANCE AMOUNT :

5.1. Balance payment along with GST (whenever applicable) and other applicable charges will be required to be made within fourteen days(14) days from auction closing date for SOLD (confirmed lots).

For STA lots, balance payment will be required to be made within 14 (fourteen) days from the date of acceptance of the lot. Payment to be made through e-Payment gateway available in bidder login to MSTC Ltd.

5.2. 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.

5.3. 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 per cent 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. NOTE: the bidders are liable to pay GST at Prevailing rate over the late payment charges.

5.4 In case of failure to pay Earnest Money/Security Deposit 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) & others statutory duties/tax/levy as applicable, in respect of bids confirmed by the SIL within fourteen (14) days of confirmation of auction closing date for "SOLD (Confirmed) Lots" or the date 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 Kolkata Pot Trust payable at Kolkata.

6.0. TAX: GST rates as indicated in this e-auction catalogue are only indicative. Actual GST rates as applicable on the date of lifting shall be applicable. Bidders are required to satisfy themselves about GST rate through their own sources/means before bidding in this e-auction and any discrepancy should be intimated to MSTC/Seller at least one working day prior to the e-auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-auction goes on live floor. Non-payment of sale proceeds on the ground of any discrepancy of GST rate will be treated as default and action as deemed fit including but not limited to forfeiture

of EMD/SD will be taken against the bidder.

6.1. GST & other levies if any over the price quoted/auctioned along with the full balance payment for issue of Sale Order has to be paid by the bidder. Such Taxes are assessed by the GST Authorities at the time of lifting of material shall be binding on the bidders for making payments. Any dispute in this regard shall be taken up directly by the bidders with the Statutory Authorities. Form-C is not acceptable by KOPT.

7.0. DELIVERY SCHEDULE:

7.1. Delivery shall be as per time period given in the lot description which has to be executed only 5 days in a week between 10 AM to 4 PM, except Saturdays, Sundays and port holidays, from the date of issuance of delivery order (excluding the date of issue).

7.2. Ground Rent : In case of any default in lifting of the materials by the buyer (s) within the specified time limit, the outstanding materials may be lifted on payment of ground rent @ 1% per week or part thereof on the total material value for such defaulted period beyond the specified delivery period as stipulated in the Delivery Order at the sole discretion of SMP, Kolkata. NOTE: BIDDERS ARE LIABLE TO PAY GST AT PREVAILING RATE OVER THE GROUND RENT CHARGES.

8.0. FORFEITURE OF EMD/SALE VALUE:

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

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

9.0. DELIVERY OF THE MATERIALS :

9.1. For delivery, buyers must report by 9.30 AM on working days in the respective units of SMP, Kolkata. In case the last day of delivery happens to be a Closed Holiday for SMP, Kolkata, 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 SMP, Kolkata at the time of taking delivery of the materials.

9.2. 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/MSTC.

9.3. Short Delivery of Material : In the event of sufficient quantity of material is not available for delivery, KOPT shall refund all the amount received from the bidders on ~Pro-rata basis~. No claim shall be entertained by KOPT for loss of profit, damage or interest.

9.4. The segregation of material is not allowed. Breaking/cutting is also not allowed except under special circumstances at the

discretion of the KOPT.

9.5. Weighment recorded at KOPT weighbridge will be final and binding on the buyer .

10.0. For hazardous items such as batteries, lead, transformer oil etc, customers registered with MOEF (Ministry of Environment & Forest)/CPCB are eligible for participation. A copy of MOEF/ CPCB Certificate should be provided at the time of depositing payment.

11.0. KOPT/MSTC has the sole authority to accept or reject any offer without assigning any reason whatsoever.

12.0 INCOME TAX :

Income Tax @1.0 % on purchase price will be charged. Purchase price means base price + GST + 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.

13.0 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 and, his Registration Fee shall be forfeited. While considering his reactivation all facts including the number of Principals/e-auction/lots for which he had failed which are germane should be taken into account. 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/KOPT.

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

14.0 ARBITRATION /JURISDICTION :

14.1 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.

"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"

| Sl. No. | Lot No. | Structures | Location | Qty. | GST | Delivery Time | Pre-bid EMD amount in Rs |
|---------|----------------|--|------------------------|-------|--------------------|---------------|--------------------------|
| 1 | L - 81 (OP)/22 | Demolition & Disposal of Shed no. 2 Details of the shed is enclosed at Annexure-A. (Photographs are enclosed at Annexure-B for reference) | NSD under SMP, Kolkata | 1 Lot | As applicable /18% | 6 months | Rs 10 lakh |

Please incorporate the *Special Conditions* as mentioned below in the Auction Catalogue:

- The structure is to be dismantled up to the ground level. No demolition will be allowed below ground level. The selected tenderer at his own cost, would dismantle and remove the rubbish, debris etc. and would be required to level the ground up to the satisfaction of the Civil Engineering Department before handing back to SMP, Kolkata.
- Demolition of the structures will be supervised by the SE (NSD) under Civil Engineering Department.**
 - All the building(s)/structure(s) against respective lot is to be demolished and site to be cleared by removing building materials, debris, rubbish etc. and levelling the area as directed by the authorities i.e., Civil Engineering Department failing which "COMPLETION CERTIFICATE" will not be issued and the additional S.D. Amount will be forfeited.
 - Ceiling fans, regulators and any other electrical/machinery items (if any) shall not form part of condemned buildings/structures and will be remove and handed over by the successful buyer to the authorities.
 - Similarly, any tree or plant will also not be the part of buildings/structures.
 - Office furniture, if any, will also not form part of condemned buildings/structures and will be removed and handed over by the successful buyer to the authorities of SMP, Kolkata.
- Tenderers are required to deposit pre-bid EMD of Rs 10.00 lakh.**

- d) **The time period for dismantling & delivery of the material is 6 months.**
- e) 10% of the material value is to be deposited as **Additional Security Deposit Money through RTGS or any e-transfer mode to MSTC A/c** by the successful buyer. Security Deposit would not carry any interest and will be return by SMP, Kolkata, Kolkata after satisfactory clearance of the site and on issuance of Completion Certificate by the authority.
- f) Special care is to be taken to prevent any collateral damage to other structures, especially any damage to the conveyor belt structure adjacent to 2NSD shed which belongs to M/s Penna Cement.
- g) The buyer must ensure that no damage is done to the surroundings area. Any damage to the surrounding area is to be made good by them to the satisfaction of the Civil Engineering Department at their own cost. **The safety aspects during dismantling will be monitored by the NSD Division of Civil Engineering Department.**
- h) **Traffic department, custodian of 2 NSD Shed will hand over the site to the successful buyer with intimation to Civil Engineering Department (NSD Division).**
- i) NOC after completion of the job indicating specific date of completion of the job will be given by the NSD Division of Civil Engineering Department.
- j) **Delivery shall be given on all working days of SMP, Kolkata. No dismantling and delivery is to be affected on Saturday, Sunday and Port holidays.**
- k) **No delivery will be allowed beyond 16:00 hrs.**
- l) Any items to be sold should be kept at it is during the time of inspection and at the time of disposal/ delivery to avoid future complications.
- m) The entire operational area of 2NSD berth is to be kept clear for smooth vessel operations throughout the demolition and disposal period.
- n) **Two display boards are to be set up at the East and West ends of the structure mentioning the contact details of the key persons from buyer's end. In case of any emergency situation, direct contact may be made with them.**

Scope of Work

- (i) All the building(s)/structure(s) are to be dismantled/demolished and the site cleared by removing building materials, debris, rubbish etc. as per the Dismantling-cum-Disposal Order (DCDO) of SMP, Kolkata, and / or as directed by the authorities failing which 'Completion Certificate' will not be issued and the additional S.D. amount will be forfeited.
- (ii) The buildings under disposal against each lot shall have to be demolished & the auctioned materials shall have to be removed by the successful buyer as per the lifting period mentioned under Lot description. For this purpose, the delivery date would be counted from the next working day following the date of issuance of the 'Dismantling-cum-Disposal Order' issued by the SMP, Kolkata.
- (iii) Any Structures/Building, if not vacant, will be handed over to the buyer only after they are vacated, for which no objection/claim will be accepted in any way.
- (iv) Building/structure will be demolished to ground level/as specified in the lot description. Existing crane or any other P&M items & any overhead electric/telephone line, optical fiber cable for LAN connection, underground water/sewage line, if passing through the area shall not be the property of the buyer and the same will be taken over by SMP, Kolkata, for which no objection/ claim will be accepted in any way.
- (v) Demolition & disposal of any building/structure shall be allowed only on the plan area of that particular building/structure. The buyer should quote their rate only for the plan area of the building/structure being auctioned. Any other item around the building/structure will not form part of the building/structure.

- (vi) The dismantling of buildings/structure should be done with proper scaffolding arrangement by the successful buyer. Necessary safety precautions for workmen, especially those working at heights, is to be arranged by the contractor at his own cost. Insurance coverage for the workmen is also to be arranged by the contractor before starting the work. Any damage to the adjacent buildings/installations or any other structures / service is to be made good by the contractor at his own cost.

Removal of Items

1. Dismantling & Disposal including transportation of the materials shall be the responsibility of the successful bidder at his cost and risks, taking all safety precautions. During dismantling precautionary measures are to be taken to avoid any type of environmental pollution.
2. The successful bidder/contractor will arrange to remove the dismantled material and clear the site as directed within the stipulated time mentioned in the 'Dismantling-cum-disposal Order' issued by SMP, Kolkata.
3. The material will have to be removed on 'AS IS WHERE IS BASIS' at the bidders own cost and expenses. No processing other than dismantling as may be required for convenient transportation will be permitted at the sole discretion of the owner or his authorized representative. The successful bidder shall not be provided with any manpower or any equipment etc. by SMP, Kolkata for dismantling/loading/unloading/transportation, etc. The successful bidder will have to arrange for any / or all of these at their own cost and they shall take prior permission from SMP, Kolkata for this purpose. While removing one lot, the other lot should not be disturbed / damaged.
4. For heavier and longer consignments, the successful bidder shall arrange trailers with prime movers through their own resources, as required. SMP, Kolkata / its authorized representatives shall not be responsible for any delay occurring due to non-availability of trailers etc. The successful bidder should lift the materials and site should be cleared as per the direction of SMP, Kolkata and/ or its authorized representative.
5. SMP, Kolkata shall have the right to stop dismantling and loading of the materials if they feel that the successful bidder or his representatives are not following the instructions given to them or the job is not being carried out in accordance with the provisions of the contract for which the successful bidder shall be solely responsible.
6. Dismantling and Disposal/removal of materials on "pick and choose basis" shall not be allowed.
7. Dismantling work shall have to be done from 9:30 AM to 5:30 PM only except Saturdays, Sundays and Port holidays. The removal and transportation of materials shall be done in any working day as per normal procedure. All loading of materials shall have to be done in presence of authorized representative of SMP, Kolkata to facilitate issue of out-gate-pass. No materials will be allowed to pass out after 16:00 HRS. In case the last day of delivery happens to be a Closed Holiday for SMP, Kolkata, 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 SMP, Kolkata at the time of taking delivery of the materials.
8. The bidder is to ensure that the vehicles deputed for disposal should report for loading early in such a manner that requisite time is available for loading.

9. The successful bidder/contractor shall not be allowed to store the materials on the roadsides which may block traffic on the road or cause inconvenience to the working of SMP, Kolkata.
10. The successful bidder shall complete the job of dismantling and disposal within the stipulated time schedule.
11. The successful bidder shall not be entitled to resell any material while the material is still lying in the premises of SMP, Kolkata.
12. Authorized representative of SMP, Kolkata would affect no delivery of the material to any person other than the successful bidder or his authorised representative.
13. The successful bidder shall have to comply with all the statutory rules and regulations as per the existing laws including Safety and Security Rules and Environmental Pollution control norms prevailing during the entire period of execution of the job.
14. The debris etc. to be generated on account of dismantling work is to be cleared and removed by the successful bidder at his own cost.
15. The area where the successful bidder shall be dismantling is within the active area; hence all precautions shall be taken not to hamper or create disruption in normal working of other functional units. The successful bidder shall be responsible to keep/post their Site In-charge and Engineer/Supervisors having adequate experience in such type of dismantling & disposal work. An Electrical Supervisor/Engineer well acquainted with the circuits shall also be posted to avoid any accident. If, unfortunately, any mishap occurs due to any error committed by the successful bidder or his workmen then the successful bidder shall have to bear all the consequences including compensation as per applicable rules, which shall be final and binding.
16. Blasting for dismantling of foundations or otherwise shall not be allowed.
17. Barricading of areas /pits created after dismantling /excavation shall have to be done by the successful bidder at his own cost as per directive of the authorised representative of SMP, Kolkata.
18. For collecting the delivery order, buyers must report between 10.00 AM to 12.00 noon on working days at the respective custodian department of SMP, Kolkata who will be supervising the dismantling process. After collection of the 'Dismantling-cum- Disposal Order', the buyers must produce the "DO" issued to them by SMP, Kolkata, at the concerned divisional office for taking delivery of the structures.
19. Purchasers are advised in their own interest to inform the respective custodian department of SMP, Kolkata who will be supervising the dismantling process before placement of vehicles for taking delivery of the dismantled materials within the scheduled date of delivery. The purchaser at his own cost will make his own arrangement for dismantling, removal, loading & transporting and he will not be entitled to claim any facility or assistance or cost on this account from SMP, Kolkata / MSTC.

Completion Period / Time Frame

1. The job of dismantling and disposal shall be completed by the successful bidder by employing their own labour and cost within the period stipulated in the Delivery Order for the concerned Lot. All required tools and tackles shall be arranged by the buyer at his own cost.
2. **Ground Rent:** In case of any default in lifting of the materials by the buyer (s) within the specified time limit, the outstanding materials may be lifted on payment of ground rent @ 1% per week or part thereof of the total material value for such defaulted period beyond the specified delivery period as stipulated in the Delivery Order at the sole discretion of SMP, Kolkata. NOTE: BIDDERS ARE LIABLE TO PAY GST AT PREVAILING RATE OVER THE GROUND RENT CHARGES.
3. **FORFEITURE OF SD / SALE VALUE:** In case the whole or any part of the materials sold remain uncleared, even after the authorized period stated in the delivery order. SMP, Kolkata reserves the right to dispose of the remaining material in any manner it may deem fit & the buyer shall have no claim whatsoever on material remaining. Also, SMP, Kolkata reserves the right to forfeit the amount paid by the buyer including the additional S.D. 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.

Engagement of Labour

The successful buyer / bidder will be required to declare the names of the representatives, engineers, supervisors and working force at the site in a register bearing their names, designations and the same is to be kept with their authorized site in-charge. The entry of the employees of the successful bidder shall be regulated through the **Entry free gate passes issued by SMP, Kolkata** on the recommendation of successful bidder or their authorized representative. All rules enforced from time to time in this respect shall have to be followed by the bidder. The bidder shall have to follow all other statutory regulations/ obligations from time to time as per labour laws of the state of West Bengal.

Safety

1. The successful bidder shall be responsible to follow safety instructions as per the regulations of SMP, Kolkata / State Govt. /any other Statutory Body and will ensure that no accident or damage occurs on this score. Otherwise it will be dealt in accordance with SMP, Kolkata rules and bidder shall be responsible for the same.
2. Any loss / damage caused to the property of SMP, Kolkata during the dismantling/disposal and transportation of dismantled material has to be made good by the successful bidder.
3. Gas cutting work to be carried out by the successful bidder in course of dismantling work etc. will be allowed only after obtaining prior permission from the authorised representative of SMP, Kolkata including Port Fire Service and the same is to be undertaken under supervision of bidder's supervisory personnel who will ensure that all safety precautions have been taken including those for prevention of fire and other hazards in and around the area.

SAFETY OF CONTRACTOR'S WORKMEN:

- i) The contractor should exercise all care and take all necessary safety measures before execution of civil and electrical works.
- ii) The contractor should abide by the Factories Act 1948/ Dockworkers (Safety, Health and Welfare) Regulation/any other Statute in force as amended from time to time.

- iii) The contractor to carry out all electrical works as per IE Rule 1956 as amended by IE Act 2003.
- iv) Contractor is to abide by the General conditions of contract of SMP, Kolkata. In case of discrepancies, Special conditions will prevail over the General Conditions of Contract.
- v) In case of accident (fatal or non-fatal), if the contractor does not pay compensation to the affected person, Chief Mechanical Manager will have the right to recover compensation charges from the successful bidder s pending dues with SMP, Kolkata.
- vi) In addition to the points mentioned above, the contractor is bound to abide by standing security & safety instructions of SMP, Kolkata/any other Statutory Authority.

Facilities To Be Provided By The Owner

Drinking water point may be provided by SMP, Kolkata at its discretion at a particular point free of cost subject to availability of such facility around the site.

NOTE: All tools and plants (fulfilling all safety requirements) including other arrangements of dismantling, removal, loading and transportation of the materials have to be made/arranged by the successful bidder at his own cost. SMP, Kolkata also does not take responsibility for providing oxygen / DA cylinders or any other consumable to the Bidder for Dismantling & Disposal job.

Security of Materials & Equipments

The successful bidder shall be responsible for the security of materials sold to him under the dismantling & disposal order. The bidder will also be responsible for safe custody of his own tools, tackles and other equipment.

Please incorporate the details of the **Contact Person** as mentioned below in the Auction Catalogue:

| To Contact following SMP, Kolkata official for inspection of materials | |
|---|--|
| Name: | Shri S.K. Halder |
| Designation: | SE (NSD), Civil Engineering Department |
| Contact Number: | 9674720075 |
| E-mail | sk.halder@kolkataporttrust.gov.in |
| To Contact following SMP, Kolkata official for auction related queries | |
| Name: | Shri N. Bhutia |
| Designation: | Sr. DMM-I |
| Contact Number: | 9051888657 |
| E-mail | nbhutia@kolkataporttrust.gov.in |

All other terms & conditions will remain same.

भरत कुमार / Bharat Kumar
कार्यकारी अभियंता / Executive Engineer
कृते सामग्री प्रबंधक / For Materials Manager

Details of Shed No. 2 NSD

Shed No. 2 NSD broadly contains the following items:

| Sl.No. | Item Name without details of quantity |
|--------|---|
| 1.1 | ISMB pillar Riveted face to face – G/F - Inside |
| 1.2 | ISMB pillar Riveted face to face – G/F – Outside long |
| 1.3 | ISMB pillar Riveted face to face – G/F – Outside short |
| 1.4 | ISMB pillar (Long) – G/F – Outside at Entrance |
| 1.5 | ISMB pillar (Short) – G/F – Outside at Entrance |
| 1.6 | ISMB pillar – F/F – Front side |
| 1.7 | ISCS Pillar – F/F – Back side |
| 1.8 | ISMB pillar – S/F – |
| 2.1 | ISMB Girder (G/F- outside) |
| 2.2 | ISMB Girder (G/F- inside) |
| 2.3 | ISMB Girder- 1 st floor (Front side) |
| 2.4 | ISMB Girder- 1 st floor (Back side) |
| 2.5 | ISMB Girder- 2 nd floor |
| 3.1 | ISMB Purlin GF- (Inside) |
| 3.2 | ISMB Purlin GF- (Out Side) |
| 3.3 | ISMB Purlin FF- (Out Side) |
| 4.1 | ISAS – GF (Entrance) |
| 4.2 | ISAS – GF (Entrance) |
| 5.1 | Truss – GF-(Entrance) |
| 5.2 | Truss – FF-(Back Side) |
| 5.3 | Truss – SF |
| 6. | Thick corrugated iron sheet – G/F (Inside & Out side) |
| 7. | Thick corrugated iron sheet – F/F |
| 8. | Lock Fast Box, GF + FF + SF |
| 9. | Lift Box with lift |
| 10. | Brick built wall, G/F + F/F + S/F |
| 11. | MS Gate (G/F + 1 st floor + 2 nd floor) |
| 12. | Iron Spiral stair & Small stair |
| 13. | Electrical Panel Box |
| 14. | Platform |

Note: The description indicated above are approximate and without mentioning exact quantity of each item. Bidders are advised to quote their rates only after inspection of Shed at site. But neither the sale could be invalidated nor the bidder can make any claim/ compensation whatsoever on account of any insufficiency in description. 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. SMP, Kolkata does not give any assurance or guarantee that the materials to be salvaged will adhere to this notice or advertisement or list. No plea or misunderstanding or ignorance or conditions put forth by any bidder shall be accepted.



