

Auction Details		
Auction No	MSTC/ERO/Kolkata Port Trust/66/BBD Bag/23-24/53212[427426]	
Opening Date & Time	09-04-2024::12:00:00	
Closing Date & Time	Scheduled Time 09-04-2024::16:00:00	Closed At 09-04-2024::16:00:00
Inspection From Date	07-03-2024	
Inspection Closing Date	20-03-2024	
Auto Extension(In minutes)	8	
Auction Status	Not Activated	

Seller Details	
Seller /Company Name	Kolkata Port Trust
Location	BBD Bag
Street	6, Garden Reach Road
City	Kolkata-700023
Country	INDIA
Telephone	03324594126
Fax	03324594126
Email	nbhutia@kolkataporttrust.gov.in
Contact Person	Sri N. Bhutia- For MM (I/c)

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED / (ST/VAT)	LOCATION	Bid Valid Till (DD-MM-YYYY)
Lot No. :L - 77 (OP)/2 3	Old Used Rails	20.0 MT	As Applicable /18.0%	12 NSD, SMP Kolkata State :West Bengal	08-06-2024
	Start Price : Rs 32,999/- Delivery Time : 30 days NOTE: ANY BID AMOUNT IN TENDER LESS THAT START PRICE SHALL BE OUTRIGHTLY REJECTED				

Total No of Lots = 1
SPECIAL TERMS & CONDITION

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.he 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 Saurabh Satyarthi, CM(ERO), Ph.033-23400000/08 (Extn: 1606), M.:9903207001, Email: ssatyarthi@mstcindia.co.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 queries at Materials Management Division at 6,Garden Reach Road ,Kolkata-700043
- Bidders are required to come for inspection only between 11:00 hrs and 15:00 hrs(except Saturday, Sunday, or any SMPK holiday) and with prior notification to SMPK officials.

To Contact following SMPK official for inspection of materials :

- 1. Sri S. K. Dutta ,PWI (Contractual), Rly Section, Civil Engineering Deptt. M. :8373892144.

To Contact following SMPK official for auction related queries at Materials Management Division at 6,Garden Reach Road ,Kolkata-700023

- 1. Shri N. Bhutia, Sr. Dy. Materials Manager (MM Division) , M. 9051888657, Email: nbhutia@kolkataporttrust.gov.in

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- 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - The buyer shall not take any material not included in the lot.
 - 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 (hereinafter 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 EMTOR :

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 outstanding 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 9.00 AM on working days in the respective units of KOPT In case the last day of delivery happens to be a Closed Holiday for KOPT, the next working day will be taken as the date of lifting without any Ground Rent. Buyers must produce the delivery order issued by MSTC to KOPT 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"