

Auction Details		
Auction No	MSTC/ERO/Central Inland Water Transport Corp. Ltd./3/Kolkata/15-16/5561[100186]	
Opening Date & Time	07-08-2015::11:00:00	
Closing Date & Time	Scheduled Time 07-08-2015::16:30:00	Closed At 07-08-2015::16:30:00
Inspection From Date	11-07-2015	
Inspection Closing Date	05-08-2015	

Seller Details	
Seller /Company Name	Central Inland Water Transport Corp. Ltd.
Location	Kolkata
Street	4, Fairlie Place,
City	Kolkata-700001
Country	INDIA
Telephone	9433772319,03324397357,24397332
Fax	22436164
Email	manishinvites@gmail.com
Contact Person	J.DAS

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
<b>LOT No. :1</b> <b>PCB GRP :[PRE-BID EMD FOR ERO 47]</b> <b>LOT Name : REUSEABLE VESSEL OF CIWTC .</b>	REUSEABLE 2 NUMBER VESSEL OF CIWTC. 1) NAME OF THE REUSABLE VESSEL - PT. AVANTI (1991 BUILT) AND PT.MATHURA (1989 BUILT) - PUSHER TUGS BOTH HAVING DIMENSIONS LENGTH - 27.5 MTRS X BREADTH - 7.5 MTRS X D - 2.6 MTRS. ENGINE CAPACITY/G.R.T - 940 BHP EACH LOCATION - TRIBENI. <b>Pre-bid EMD of Rs.10 Lakhs (TEN LAKHS ONLY) favoring MSTC Limited on or before 05/8/15.</b> CONTACT PERSON FOR CIWTC LTD ARE :: (i) Shri R. Gangopadhyay, Technical Manager, Mob. No. 8335031904. (ii) Shri J. Das, Asstt. Manager (F), Mob. No. 9433772319. <b>NOTE :</b> ED AS APPLICABLE AND VAT 5%.	1.0 LOT	As Applicable /5.0%	TRIBENI State :West Bengal

Total No of Lots = 1

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## **SPECIAL TERMS & CONDITION**

**1. The intending buyers have to deposit pre-bid EMD on or before 05/08/15.**

**2. CONTACT PERSON/OFFICIALS OF CIWTC Ltd. (i) Shri R. Gangopadhyay, Technical Manager, Mob. No. 8335031904 (ii) Shri J. Das, Asstt. Manager (F), Mob. No. 9433772319 DEALING OFFICER OF MSTC LTD. : SHRI J.GANESH NIRANJAN, SENIOR MANAGER, E-MAIL : [gnjayakumar@mstcindia.co.in](mailto:gjayakumar@mstcindia.co.in) CONTACT NUMBERS - 033-2289-6157 (D), MOB : 9748949481.**

3. IMPORTANT The Material List and Special Terms and conditions (STC) displayed under "View Forthcoming Auctions" on MSTC's e-Auction Website or being displayed in MSTC's Corporate Website ([www.mstcindia.co.in](http://www.mstcindia.co.in)) are tentative and subject to last moment changes at MSTC's / Principals sole discretion till the start of e-Auction. Only the Auction List and Special Terms and Conditions displayed on the Auction Floor under "View Live Auctions" (and not under "View Forthcoming Auctions") on start of e-Auction will be final and will form the basis for all sale contracts against this e-Auction and no representation / complaint in this regard will be entertained by MSTC / Principal from the Bidders. For buyers guidelines visit [www.mstcecommerce.com](http://www.mstcecommerce.com) and click help.

(i) THIS E-AUCTION SALE IS GOVERNED BY THE GENERAL TERMS & CONDITIONS (GTC), BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND SPECIAL TERMS & CONDITIONS (STC) OF THE E-AUCTION. INCASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF STC WILL SUPERCEDE OTHERS IN THE PARTICULAR E-AUCTION.

(ii) CLICK FOR GTC CLICK FOR BSTC

(iii) Subject to the reserve price, if any, fixed for the materials by the owner Central Inland Water Transport Corporation Ltd., 4, Fairlie Place, Kolkata 700001 (hereinafter referred to as CIWTC) 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 basis and no complaints basis.

4. CIWTC Ltd. is the owner / seller/ stock holder/ principal, will be hereinafter referred to as PRINCIPAL and MSTC Ltd., the Selling Agent of the seller, will be hereinafter referred to as MSTC.

5. VALIDITY OF BIDS: All bids will be valid for acceptance by MSTC for a period of 30 (THIRTY) days from the date of closing of e-auction, excluding the date of closing. In case the 30th 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.

6. CAVEAT EMPTOR:

(i) 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.

(ii) 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 owner / MSTC and/or the Authorities after the bid is opened / accepted.

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

## 7. INSPECTION

(i) The materials offered for sale may be inspected at the specified location against each lot from 9.00 AM to 4-45 PM on working Days only with prior permission of the Owner. Bidders may contact Shri R. Gangopadhyay, Technical Manager and Shri J. Das, Asstt. Manager (F), T.T. Sheds, 6, Garden Reach Road, Kolkata 700043: Phone No.033-2439-7929 (O) or his authorized representative for inspection related matters/queries. MSTC / OWNER shall not entertain any complaint from the buyer for any deficiency in quality / quantity etc. or for recovery of the whole or part of the purchased money or any loss of profit / interest /damages and otherwise.

## 8. PREBID EMD

i) (a) Prebid EMD as mentioned in the lot description should be submitted favouring MSTC Limited by way of online transfer of payment through RTGS/NEFT on or before 05-08-2015. If the party wants to submit the EMD through RTGS then it must be routed through our website only with an intimation to MSTC, ERO indicating the buyer's id and UTR No. as provided by the benefactor bank. Procedure for remitting the payment through RTGS/NEFT click here. Hence the buyer should ensure that the amount towards Pre-Bid EMD is credited to MSTC's account within 05-08-2015.

(ii) Remittance of RTGS through any other route/channel is not acceptable. PRE-BID EMD in form of DD/PO shall not be accepted

(iii) Pre Bid EMD details clearly mentioning Buyer name, Buyer Number and transaction details ( UTR No., Transaction Date, Amount, Bank Name, Account title and Account Number) should be sent to SHRI GANESH NIRANJAN JAYAKUMAR , e-mail: [gnjayakumar@mstcindia.co.in](mailto:gnjayakumar@mstcindia.co.in)

(iv) Only the registered customers who will be submitting their Pre-Bid amount within the aforesaid period will be eligible to participate against the above mentioned lot. The Pre-Bid EMD of the successful bidder will be automatically converted into Security Deposit as well as adjusted against the final payment. The same will be liable for forfeiture for any failure of the successful bidder to fulfill any of the terms and conditions of the E-Auction. Security Deposit will not earn any interest. If the H-1 bidder does not deposit the balance cost of material within the stipulated period, in that case their Pre-Bid EMD shall be liable for forfeiture. The H1 bidders PRE BID EMD will be adjusted / converted in to Security Deposit. Security Deposit will be adjusted on receipt of Balance Material Value. PRE BID EMD of the unsuccessful bidders will be refunded after the closing of e-auction. No interest is payable on this pre-Bid EMD.

## 9. E -AUCTION RESULT/STATUS

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

## 10. EARNEST MONEY DEPOSIT FOR AUCTION:

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 CIWTC Ltd. payable at Kolkata. Non-submission of EMD within 7 days from the Auction close date will lead to non-compliance of pre-agreed terms and conditions and lead to de-activation as well as de-registration of the concerned buyer resulting in forfeiture of PREBID EMD. MSTC/SELLER shall have the right to dispose off such goods in any manner it likes and the concerned buyer will have no right/claim. However the Principal reserve the right to accept the full sale value with applicable levies in terms of the Special Terms & Conditions. In case the successful Bidder pays the EMD, but fails to pay the balance material value along with applicable Duties and Taxes within the due date, then his EMD/SD will stand automatically forfeited. If the last date of payment happens to be Bank/MSTC Holiday, the payment will be accepted on the next working day. Post-Bid EMD converted to Security Deposit/SD is adjustable towards material value only after receipt of the balance material value along with applicable Taxes and Duties within the due date, failing which the Post-Bid EMD/SD will stand automatically forfeited.

## 11. ISSUANCE OF SALE ORDER / ACCEPTANCE LETTER:

On receipt of EMD at any offices of MSTC under intimation to MSTC, ERO a sale Order will be issued by MSTC for sold lots.

## 12. BALANCE PAYMENT:

Full / balance payment along with VAT , excise duty and other applicable charges will be required to be made within Twenty-one (21) days from auction closing date for SOLD (confirmed lot).

## 13. PAYMENT DETAILS ARE AS BELOW:

a) As shall be stated in Acceptance Letter a proportionate amount of the material value should be paid through DD/PO in favour of CIWTC Ltd. payable at Kolkata or as per the Acceptance Letters/Sale Orders.

b) Similarly as per the concerned Acceptance Letter balance amount of material Value should be paid through DD/PO in favour of MSTC LIMITED payable Kolkata.

c) Applicable VAT, TCS and/or any other levies should be paid through DD/PO in favour of CIWTC Ltd. payable at Kolkata or as per the Acceptance Letters/Sale Orders.

d) The Demand Draft/Pay Order must be deposited at any office of M/s. MSTC Ltd., for issue of Delivery Order. Demand Draft / Pay Order issued by any Co-operative Bank will not be accepted.

e) 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.

f) In case of default in making payment within the time limits specified herein above, the due payments may be made together with additional charge at one percent per week or part thereof on the material value, within a period of 14 Calendar days from the date of the expiry of the free-payment time.

g) On failing to comply with aforesaid payment terms, the successful buyer's EMD/SD shall automatically stand forfeited without any further reference to the buyer and MSTC/SELLER shall have the right to dispose off such goods in any manner it likes and the concerned buyer will have no right/claim.. However considering exigency, the Principal reserves the rights to accept or not to accept sale value with additional charges after expiry of 14 days as mentioned above.

#### 14. TAXES & OTHER LEVIES:

The applicable rate of VAT is 5% on the material value and other TAXES as mentioned in the auction catalogue will be applicable. Any other duties if any, over the price quoted/auctioned along with the full balance payment for issue of Sale Order. Such Taxes are assessed by the Sales Tax Authorities and hence the rate applicable at the time of lifting of material shall be binding on the bidders for making payments. Any dispute in this regard shall be taken up directly by the bidders with the Statutory Authorities. NOTE: Form - 'C' will not be accepted by owner in case of interstate sale. The rate of TAXES / VAT etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials.

#### 15. INCOME TAX:

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

#### 16. DELIVERY PERIOD:

The successful bidders shall lift the specific material lying in the lot allotted to them by employing their own labour and transport at their own cost within 90 Calendar Days (ninety Days) from the date of Delivery Order (excluding date of issue) by MSTC or 90 Calendar days from the date of issuance of Sale Release Order by owner.

THE MATERIALS WILL BE DELIVERED BY THE OWNER TO THE SUCCESSFUL BUYER AGAINST PRODUCTION OF THE FOLLOWING :-

(I) Copy of Delivery Order in original issued to the buyer by MSTC.

(II) Copy of Delivery Advice in original issued to the buyer by WBSEDCL.

(III) Photo-ID Card issued to the buyer by MSTC. (IV) The Photo-ID Cardholder can authorise his representative to take delivery of materials. In that case, in addition to the three documents as stated in (I), (II) & (III) above, the representative will produce his authorisation with his signature and photograph duly attested by the Photo-ID Cardholder. And any other formalities specific to owner.

#### 17. PERIOD OF CONTRACT:

The contract shall be treated as having entered into as soon as a letter of Acceptance is issued by MSTC to the successful bidder. The successful bidder should mobilize men & material so as to remove the scrap barges from the river system in 90 (ninety) days. The contract shall be deemed to be completed as soon as the area is cleared by the successful bidder of the entire materials allotted and fulfillment of all the statutory and contractual / obligations. In case of delay/defer, the liability arisen, if any, would have to be borne by the successful bidder.

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

18. The successful bidder shall be allowed to start dismantling work only after full payment including all charges along with VAT and other levies.

#### (i) SUPERVISION OF THE JOB:

(ii) Shri R. Gangopadhyay, Technical (Manager), T.T.Sheds, 6, Garden Reach Road, Kolkata 700043; Phone No. (033)-2439-7929 (O), or his authorized representative will supervise the job of disposal so as to complete the same as per terms and conditions of the e-auction.

#### (iii) SCOPE OF WORK:

(iv) Disposal of afore-stated (i) 2 nos OF RESUABLE VESSELS at DIFFERENT PLACES AS MENTIONED IN THE AUCTION CATALOGUE on As-is-where-is basis.

#### (v) REMOVAL OF ALL MACHINERIES FITTED ON BOARD / EQUIPMENT / ITEMS

(vi) Disposal including transportation of the goods / materials / equipment shall be the sole responsibility of the successful bidder including all necessary formalities like Police, Pollution, Customs etc. at his cost and risks, taking all safety precautions. During disposal precautionary measures are to be taken to avoid any type of environmental pollution.

(vii) The successful bidder will arrange to remove the dismantled materials and clear the site as directed within the stipulated time.

19. The material will have to be removed on AS IS WHERE IS BASIS at the bidders own cost and expenses. The successful bidder shall not be provided with any manpower or any equipment etc. by Owner (CIWTC Ltd.) for dismantling / loading / unloading / transportations etc. The successful bidder will have to arrange for any / or all of these at their own cost.

(i) The successful bidder shall have to comply with all the statutory rules and regulations as per the existing laws and environmental pollution control norms prevailing in the State of West Bengal during the entire period of execution of the job removal.

(ii) The debris etc. to be generated on account of this dismantling / removal work is to be cleared and to be taken out at his own cost.

(iii) All precautions shall be taken by the bidder not to hamper or create disruption in normal working. 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.

(iv) DISMANTLING & DELIVERY OF THE MATERIALS:

(v) 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 CIWTC Ltd. (Principal).

(vi) Since the items are being disposed on LOT basis and also on AS IS WHERE IS BASIS no claim shall be entertained by CIWTC Ltd. for shortage / inconvenient/condition of any items, if any.

(vii) For the purpose of removing the materials, the purchaser shall employ or engage only his / her / their own personnel and shall keep CIWTC Ltd. & MSTC Ltd. fully indemnified against any claim whatsoever including claim for wage, injuries, compensation, death etc.

(viii) The buyer shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the CIWTC or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified against claim for injury, loss or damage causes by the buyer in connection with the execution of dismantling and disposal work to the aforesaid properties, structures and services and / or to any person including the buyers workmen. Cost of Insurance Cover, if any, taken by the buyer shall not be reimbursed by the owner (CIWTC Ltd.).

20. COMPLETION PERIOD / TIME FRAME :

Complete job of dismantling and disposal including clearing shall be completed in all respect by the successful bidder by employing their own labour and cost. All required tools and tackles shall be arranged by the buyer.

21. Upon completion of dismantling & cleaning of the scrap materials the successful bidder would submit Demolition Certificate to CIWTC with a copy to MSTC and this Certificate would be conclusive evidence of scrapping and not for re-use.

22. ENGAGEMENT OF LABOUR : The bidder shall have to follow all other statutory regulations / obligations from time to time as per labour laws prevailing in the India and in the state of West Bengal.

23. INSURANCE OF SUCCESSFUL BUYERS PERSONNEL : The successful bidder must cover the employees / workers engaged by him for the job under Workmen Compensation Insurance Policy and intimate to CIWTC Ltd.

24. SAFETY REGULATION : The successful bidder shall be responsible to follow normal safety instructions issued by the Govt. of West Bengal from time to time and other safety regulations of India. Any loss/damage caused to the property of CIWTC Ltd. has to be made good by the successful bidder.

25. FIRE PROTECTION: Gas cutting work to be carried out by the successful bidder in course of dismantling work etc. will be allowed only under supervision of bidders 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.

26. FACILITIES TO BE PROVIDED BY THE SUCCESSFUL BIDDER: 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. The owner does not take responsibility for providing Oxygen / DA cylinders or any other consumables to the bidder for dismantling/disposal job.

27. SECURITY OF SOLD MATERIALS & EQUIPMENTS : The successful bidder shall make his own arrangements for the security of materials sold to him under the Sale Release Order. In no case, CIWTC Ltd. will be responsible for any loss or theft of such materials already sold to the bidder. The bidder will be responsible for safe custody of his own tools, tackles and other materials.

28. STATUTORY OBLIGATIONS : All the statutory obligations not specified above but are supposed to be fulfilled by the bidder/contractor including Environmental Pollution Control Norms, as required to be followed, are included in the contract for its fulfillment and therefore, shall keep CIWTC Ltd. / MSTC indemnified for all the consequences in case of default reported by any statutory agency. The successful bidder shall comply with all applicable West Bengal & Central laws, statutory rules, regulations etc.

29. FORCE MAJEURE : In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term FORCE MAJEURE as employed herein shall mean acts of God, Earth-quake, War, Revolts, Riots, Fire, Floods, Sabotage, change in Govt. regulation, Hurricanes / Cyclones and Strikes, excluding strikes by their Sub-Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 07 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.

30. ARBITRATION / JURISDICTION : 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 Calcutta High Court.

31. NOTE : CIWTC Ltd. as the seller has the sole authority to accept or reject any offer without assigning any reason whatsoever. In case of overseas sale, all relevant customs and port related rules & regulations shall be followed by the Buyer. The additional financial implication, if any, in this account shall be to the buyers account.

32. "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](http://www.mstcindia.co.in)"