

| Auction Details | | |
|--------------------------------|---|---|
| Auction No | MSTC/TVC/Cochin Port Trust/1/Cochin/19-20/32459[239426] | |
| Opening Date & Time | 28-01-2020::12:00:00 | |
| Closing Date & Time | Scheduled Time <u>28-01-2020::16:30:00</u> | Closed At <u>28-01-2020::16:30:00</u> |
| Inspection From Date | 13-01-2020 | |
| Inspection Closing Date | 27-01-2020 | |
| EMD Type | No EMD | |

| Seller Details | |
|-----------------------------|---|
| Seller /Company Name | Cochin Port Trust |
| Location | Cochin |
| Street | Traffic Department, Administration Bldg, Willingdon Island |
| City | Cochin-682009 |
| Country | INDIA |
| Telephone | 0484-2666070 |
| Fax | 0484-2666418 |
| Email | jimmygeorge@cochinport.gov.in |
| Contact Person | Jimmy George |

| LOT NO[PCB GRP]/LOT NAME | LOT DESC | QUANTITY | ED/(ST/VAT) | LOCATION |
|--|--|-----------------|----------------------|-------------------------|
| Lot No. :CFS/R1 155 Lot Name :Electronic Locks | Electronic Locks (1 LOT = 9pkgs) | 1.0 LOT | As Applicable /18.0% | CFS, CoPT State :Kerala |
| Lot No. :CFS/284 Lot Name :Manganese Ore Raw hide | Manganese Ore Raw hide (35.1% Manganese) [1 LOT = 219.64 MT) | 1.0 LOT | As Applicable /5.0% | CFS, CoPT State :Kerala |
| Lot No. :CFS/285 Lot Name :Manganese Ore Raw hide | Manganese Ore Raw hide (35.1% Manganese) [1 LOT = 309.83 MT) | 1.0 LOT | As Applicable /5.0% | CFS, CoPT State :Kerala |
| Lot No. :EW/1018 Lot Name :Blue metal used for construction | Blue metal used for construction [1 LOT =24MT] | 1.0 LOT | As Applicable /5.0% | Ekm Wharf State :Kerala |
| Lot No. :CFS/R1 252 Lot Name :Cable Lock | Cable Lock [1 LOT =10 Cartons] | 1.0 LOT | As Applicable /18.0% | CFS, CoPT State :Kerala |
| Lot No. :CFS/R1 295A Lot Name :Folding Bed | Folding Bed [1 LOT =2 Cartons] | 1.0 LOT | As Applicable /28.0% | CFS, CoPT State :Kerala |
| Lot No. :CFS/R1 336 Lot Name :LECA Clay aggregate | LECA Clay aggregate [1 LOT =4 Bags] | 1.0 LOT | As Applicable /5.0% | CFS, CoPT State :Kerala |
| Lot No. :CFS/R1 443 Lot Name :BRA Wires | BRA Wires [1 LOT =2 Cartons] | 1.0 LOT | As Applicable /18.0% | CFS, CoPT State :Kerala |
| Lot No. :CFS/R1 461 Lot Name :Synthetic Footwear | Synthetic Footwear [1 LOT =33 Cartons] | 1.0 LOT | As Applicable /18.0% | CFS, CoPT State :Kerala |
| Lot No. :CFS/R1 466 Lot Name :LED Light and mobile charger | LED Light and mobile charger [1 LOT =9 Cartons] | 1.0 LOT | As Applicable /18.0% | CFS, CoPT State :Kerala |

Total No of Lots = 10

SPECIAL TERMS & CONDITION

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

"Buyer / Bidder will have to deposit the material value in the Bank Account of Seller / Principal or through DD favoring Seller / Principal and not in MSTC's Bank Account. Only Service Charge favoring MSTC will be deposited in MSTC's Bank Account. If Buyer / Bidder deposits the payment favoring the Seller / Principal in MSTC's Bank Account, it will be refunded back to Buyer's / Bidder's Bank Account. MSTC SERVICE CHARGE SHOULD BE MADE THROUGH THE MSTC PORTAL BY RTGS/NEFT ONLY"

1) COCHIN PORT TRUST, Office of the Traffic Manager, Willingdon Island, Kochi - 682009, the owner / seller, will be hereinafter referred to as CoPT/Principal and MSTC Ltd., the Selling Agent of CoPT will be hereinafter referred to as MSTC.

a) **MSTC LTD**, selling agent of COCHIN PORT TRUST will Sell the cargoes lying at CoPT premises, on "AS IS WHERE IS" basis, by e-TENDER-CUM- e-AUCTION SALE.

2) VALIDITY OF BIDS All bids will be valid for acceptance by CoPT/MSTC for a period of 45 (forty five) days from the date of closing of e-Auction, excluding the date of closing. In case the 45th 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.

3) INSPECTION The intending bidder or his authorized representative may inspect the materials as per the schedule mentioned above, between 10 AM to 4PM on any working day at the location specified against each lot with the prior permission from the respective contact person. a) The bidders / customers shall carry the photo identification card issued by MSTC, without which inspection will not be permitted. In case the bidders / customers send their authorised representative for inspection, they will be permitted subject to their producing the authorisation letter and photo identification card (issued by MSTC). b) Contact Person For Inspection Of Material & MSTC

Limited The intending bidder can contact Sr. Deputy Traffic Manager, CoPT, Kochi, Ph. 0484-2666070/2582201, from 10 am to 4 pm. for inspection of material. For MSTC, Shri Ankur Prasad, DM , MSTC Lrd, Trivandrum Ph: 0471-2529137 email: ankurprasad@mstcindia.co.in from 10 am to 5 pm

4) The cargoes are offered for sale on AS IS WHERE IS basis. The contents of the lots of cargo may vary from the description as per the Sale List. The bidders may examine the lots carefully before making their offers. No claim will be entertained on quantity, quality, etc. once the offers are made.

Note: i. The higher of the H1 bids received in e-tender / e-auction will be considered for each lot.

ii. CoPT reserves the right to accept or to reject any offer for any reason what so ever or even without assigning any reason.

5) BIDDING PROCESS:

- a. Only those customers who are registered with www.mstcecommerce.com as a buyer and whose accounts are in Activated status shall be eligible to participate in e-tender-cum-e-Auction. The live e-auction will be available under "Indian Customs e-Auction/e-Tender" link.
- b. During live auction, a dialog box will appear asking the bidder to choose the mode of bidding e-Auction or e-Tender. The bidders can participate either in e-tender or e-auction or both.
- c. If the bidder chooses e-Tender, the e-tender form for bidding will appear with all details. Now, the bidder can type his bid against the lot of his choice and click on BID button to submit his bid. Once a bid is registered against a lot, the BID button against the lot will get disabled and he cannot bid for the same lot again. To view his bid, he may click on the link Your Bid and see the bid and bid date and time.
- d. To participate in e-Auction, the bidder has to choose e-Auction, from the dialogue box, as his mode of bidding. The auction floor will open up with relevant details.
- e. There will be no extension of time for bidding in e-Tender. This means that e-tender will close at the scheduled close time even if the e-Auction for the same lots may continue in the extended period.

- f. In the event of e-tender and e-auction price being equal, the price bid accorded first with reference to time will get precedence.
- g. After closure of the e-auction, system will select the final highest bid after comparing the highest bids received in e-tender and e-Auction.

6) Issuance Of Sale Intimation Letter

Wherever the Highest Bid (H-1 Bid) is acceptable on confirmed basis or 'Subject to Approval' (STA) basis, depending upon the Reserve Price fixed by the PRINCIPAL, after closure of the e-Auction, Sale Intimation Letter will be issued automatically by e-mail to the respective Highest Bidder informing him whether his Bid has been accepted on confirmed basis or STA basis. Bidders must, therefore, keep a watch on their incoming e-mail in this regard.

7) Earnest Money Deposit For E-Auction

It is the responsibility of the Bidders to check the status of their bids after the closing of the e-Auction and pay the EMD amount accordingly.

- a) EMD is to be paid within **5 (five) calendar days** from the date of closing of e-auction (excluding the date of e-auction) for confirmed as well as STA lots. Non-payment will result in automatic deactivation of Bidders Login.
- b) For Sold/STA Lots: The bidder has to deposit EMD equivalent of 25% of total bid amount. The EMD amount will be adjusted with the material value.
- c) EMD PAYMENT is to be made through DEMAND DRAFT only on any scheduled bank drawn in favour of "FA & CAO , COCHIN PORT TRUST" payable at COCHIN.**
- d) In case the successful Bidder pays the EMD, but fails to pay the balance material value along with applicable GST within the due date, the EMD amount 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.

8) Issuance Of Sale Order

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

9) Balance Payment

The balance payment has to be made within **10 (TEN) calendar days** from the date of issue of Sale Order (excluding the date of issue), by way of DEMAND DRAFT as per the following manners, at MSTC Ltd, Trivandrum.

- a) 2.655% of the material value as service charge to be paid in favour of MSTC Limited, by way of RTGS/NEFT (provided in the buyer login), payable at TRIVANDRUM.
- b) The balance amount (after deducting the amount payable to MSTC and EMD) plus applicable GST, and other charges if any is to be paid in favour of "FA & CAO, COCHIN PORT TRUST "payable at COCHIN. Any statutory variations of rate of Taxes/Duties are to be borne by the purchaser.
- c) In case of delay, late payment charge @ 1% per week or part thereof on material value will be charged upto 2 (TWO) weeks only and thereafter the EMD will stand forfeited without any notice. In case, the last day of payment happens to be Closed Holiday for MSTC or Banking Institutions, the next working day will be taken as the day of payment without late payment charges.

Note: For the cargoes requiring specific approvals from the Customs/ Drugs controller/ Port Health Organization/ Pollution Control Board/ any other statutory Authority for clearance, which will be intimated to the buyers while confirming the offers/ issuance of sale Order, the buyers are required to obtain such clearance for issuance of delivery Order by MSTC. The payment time for the balance material value for such lots will be 30 days from the date of Sale order (excluding the date of issue) and the buyers have to obtain clearance for such cargoes within this payment time and make the payment as per schedule. If the buyer fails to obtain the clearance within the schedule, the EMD amount submitted by the buyer will stand forfeited and the offer will be cancelled.

10) Delivery Terms

The Delivery Orders will be issued after receiving the balance payment including GST as applicable. Delivery of the cargo has to be completed

within **30 (Thirty) days, from the date of issue of the DELIVERY ORDER** (excluding the date of issue) and the same includes the time period required for receiving the payment by CoPT, COCHIN, from MSTC and realization of the same. The delivery of material will be given after realization of the DD/PO/BCs. The delivery will be permitted for a continuous period of 14 days after the expiry of Free Period on payment of storage charges as per 8.2.1 of the Scale of Rates of Cochin Port Trust, which presently are Rs.12.13 and Rs.9.57 per Sq m per week or part thereof for covered and open area respectively. Delivery will be allowed only from 0800 hrs to 1700 hrs on the days specified except Sundays, Customs notified holidays and Ports non-operating days. If the cargoes are not cleared within the specified period, the buyers shall have no claim whatsoever over the quantity of cargo remaining un-cleared. Materials sold but not removed within the specified date, will become the property of CoPT, COCHIN, and it will have the right to dispose off such goods in any manner as they deem fit without any notice.

a) Welding/cutting works, if any, can only be arranged with the prior permission of Cochin Port. b) In bulk lots, picking items at random is not allowed. Loading should be done as a whole without choosing and picking

11) TAXES AND DUTIES The Buyer shall have to pay GST as per rules.

12) GENERAL CONDITIONS

A. The description / quality / quantity indicated are approximate and furnished to enable bidders to quote their rates. Bidders are advised to quote their rates only after inspection of items at site. Neither the sale could be invalidated nor the bidder can make any claim/compensation whatsoever on account of any defect in description or deficiency in the quantity and quality. 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 basis is only. CoPT, COCHIN/MSTC, do not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. No plea or misunderstanding or ignorance or conditions put forth

subsequent to any confirmation of sale shall be accepted. The principle of CAVEAT EMPTOR (let the buyer be aware) will apply.

- B. Goods / Equipment will be sold in as is where condition is and the whole items shall be taken delivery from the site by the successful bidders with its faults, errors in description if any.
- C. The items shall remain in every aspect at the risk of the buyer from the time of acceptance of his offer. CoPT, COCHIN/MSTC will not undertake any liability whatsoever for the safe custody, protection or preservation after the sale has been confirmed. Delivery of the lots as put up for sale, subject to change by nature's wear and tear, will be affected by the company. No complaint regarding quality or description for the materials sold will be entertained once the bid has been accepted.
- D. The successful bidder should lift the materials within the validity period as stipulated in sale disposal order including penalty clause. E. The successful bidder should send advance intimation to CoPT, COCHIN, regarding their date of arrival to CoPT, COCHIN, for lifting the materials to enable CoPT, COCHIN, to make necessary arrangements for delivery of materials.
- F. No delivery of materials will be given on Sundays, Ports non-operating days and Customs holidays. Materials will be delivered between 8 AM to 5 PM on any working day. The purchaser should intimate in writing two days in advance as to when vehicle will come for taking out the materials. The material will be delivered only to the successful bidder or their authorized representatives against presentation of e-Auction Identity card issued by MSTC. If the successful bidder desires to authorize a representative or an agent for delivery, in such case the bidder shall produce suitable Power of Attorney or authorization letter for each lot separately duly attested by a Notary Public authorizing his representative or agent to lift the materials from CoPT, COCHIN.

13) CoPT, COCHIN/MSTC reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage under this e-Auction sale after acceptance of bid/issue of sale order/deposit of full sale value by the bidder, without assigning any reason thereof and the

value of such material if paid for, shall be refundable. CoPT, COCHIN/MSTC shall not be responsible for any damages/loss whatsoever to bidders on account of such withdrawal, at any stage from the e-Auction sale.

14) CoPT, COCHIN/MSTC will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, act of GOD or other causes of other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.

15) Conduct During Delivery

Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, and labourers within CoPT, COCHIN premises. If any damage is caused to the company's property, the buyer is responsible to make good such damage to the satisfaction of CoPT, COCHIN and the decision of CoPT, COCHIN in this regard shall be final and binding.

16) Accidents

CoPT, COCHIN/MSTC will not at any point of time be responsible for any injuries caused due to accident within the factory/premises or at the place of work salvage yard and the bidder will make proper arrangement for medical attention and treatment to his labour representative. The buyer will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of the employment under any statute. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves, tools, helmet, safety goggles, boots etc.) to the labourers who are engaged for handling of the goods.

17) BLACKLISTING

If it is found that the bidder is not following the terms and conditions of payment. Delivery or other conditions of the EAuction and also indulging in any malpractices either himself or by his agents, deputies or observer, such bidder are liable to be blacklisted and appropriate action will be taken as deemed fit by CoPT, COCHIN/MSTC.

18) In the event of any dispute in connection with this sale, the decision of CoPT, COCHIN/MSTC shall be final and binding on the parties to the E-

Auction sale. Further any such dispute, doubts or differences of opinion arising at the time of payment of Delivery, bidders shall agree and abide by the decision of CoPT, COCHIN/MSTC.

19) The purchaser shall bring their own bags and boxes, cases or their receptacles for the removal of the auctioned items and shall be responsible for loading, weighing of materials under supervision of authorized official of the company.

20) No interest will be paid to the purchaser on the amount paid or deposited by him and on the amount refundable to him, if any.

21) All quantities either by weight or measurement as mentioned in the e-Auction sale catalogue are approximate. The payment must be made as per actual count or weight. If the actual quantity in any lot exceeds the quantity in the catalogue, the successful bidder will be required to make payment for the excess quantity at the same rate as quoted in the bid and delivery shall be made in full thereafter. If the actual quantity in a lot is less than the quantity as indicated in the e-auction material list, CoPT, COCHIN will not make good the deficiency under any circumstances. The purchaser thereof will be entitled to obtain a refund for the undelivered quantity at accepted rates. No interest will be paid on the amount of short delivered quantity. This may be specially noted for Manganese Ore and Blue Metal used for construction in one lot each.

22) In the event of any disputes or differences in connection with the contract, the decision of CoPT, COCHIN shall be final and binding on all parties and will be settled as per the Indian Law in the Court Jurisdiction of COCHIN CITY only.

23) The terms and conditions are supplementary to the remedy available under the law.

24) Any auctioned materials shall not be sold or parted with to any of the employees of CoPT, COCHIN / MSTC.
