

Auction Details

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Auction No

MSTC/ERO/YANTRA INDIA LIMITED/72/METAL STEEL FACTORY ISHAPORE/23-24/31475[405010]

Opening Date & Time

08-11-2023::12:00:00

Closing Date & Time

08-11-2023::16:00:00

Inspection From Date

01-11-2023

Inspection Closing Date

07-11-2023

EMD Type

Not a Auto Prebid EMD Auction

Seller Details

Seller/Company Name

YANTRA INDIA LIMITED

Location

METAL STEEL FACTORY ISHAPORE

Street

ISHAPORE NAWABGANJ

City

KOLKATA - 743144

Country

INDIA

Telephone

033259384008407

Fax

03325938333

Email

msf.ofb@nic.in

Contact Person

RAJESH KUMAR

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	GST	LOCATION
Lot No: 121/EO Lot Name: Plant/Machinery Items	Plant/Machinery Items CLICK HERE FOR LOT ANNEXURE. Time Period for demolition & lifting work : 30 Working Days (Excluding Saturday, Sunday & Holidays). GST @18% & TCS @1%.	1 LOT	As Applicable / 18%	MSF, ISHAPORE State :West Bengal

Contact Section
:Engineering Office , e-mail
:msfeopm@ord.gov.in
Contact No. :033-25938433
(033-2593 8400 to 07, Ext :2303,2443)

LIST OF THE MATERIAL ARE INDICATIVE IN NATURE AND WILL BE SOLD ON LOT BASIS. BIDDERS HAVE TO SATISFY THEMSELVES ABOUT THE QUANTITY/ QUALITY OF THE MATERIAL BEFORE BIDDING. LOT WILL BE SOLD AS IS WHERE IS AND NO COMPLAIN BASIS.

Total No of Lots = 1

Special Terms & Conditions

EMD & Balance Sale Value is to be deposited favoring MSTC.

CONTACT PERSON AT MSF :-

- i) Shri Rajesh Kumar, WM/MSF (Direct : 033-29770066, Ext; 2260),
- ii) Shri Sumit Das, JWM/MCO (033-2593 8402 to 07, Ext:2344, 2790)

CONTACT PERSON AT MSTC, ERO, AND KOLKATA: - K. KRANTHI KUMAR, DM, [Email ID : eroopn7@mstcindia.in](mailto:eroopn7@mstcindia.in)

Inspection Time for the e-auction : Timing will be 10:30 AM to 04:30 PM

Visitor should bring their original MSTC identity card for entry inside the factory and will send the request with name, MSTC ID card and copy of Aadhaar/Voter ID card on given e-mail before 1 day for issue of gate pass. Maximum 2 person will be allowed against each firm.

The Goods & Service Tax (GST) is implemented with effect from 01st July 2017 in India. Accordingly, VAT / Sales Tax will be discontinued and these taxes will be subsumed to GST. GST will be payable on all goods (whether scrap or otherwise).

Hence all Buyers / Bidders having VAT Registration (TIN) need to register with GST for continuing transactions. 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. Further the existing VAT / Sale Tax Rate shall be replaced by GST Rate and differential tax, if any, will be paid by or refunded to Buyers.

DEMAND DRAFT/PO WILL NOT BE ACCEPTED. ONLY ONLINE PAYMENT IS ACCEPTED.

Procedure for submission of Pre-Bid EMD (If any):

In order to participate in bidding for lots which require pre bid EMD, the bidder is required to have sufficient balance in the EMD wallet provided to the bidder for the purpose. A bidder can add money to its EMD wallet anytime through e-payment mode only and by following the link Pay Pre Bid EMD provided in the dashboard. Bidders in their own interest are advised to keep sufficient balance in their EMD wallet to bid in any auction and avoid any last minute hiccup. MSTC/Seller shall not be responsible for any delay in crediting of the money in MSTC's bank account due to any reason resulting in delay in updating the EMD wallet of the bidder.

In case the bidder wants to apply for refund they may apply for refund from their login through the link EMD refund request.

Non submission of EMD within the stipulated time will lead to deactivation and deregistration of the concerned buyer, thereby debarring them as per MSTC's policy. In case, Pre-Bid EMD is applicable, login shall remain reactivated but Pre-Bid EMD will be forfeited. 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.

THE MATERIAL LIST & STC DISPLAYED UNDER 'VIEW FORTHCOMING AUCTIONS' ON MSTC'S E-AUCTION WEBSITE ARE TENTATIVE AND SUBJECT TO CHANGE AT THE SOLE DISCRETION OF MSTC/PRINCIPAL BEFORE THE START OF E-AUCTION. BIDDERS SHOULD, THEREFORE, DOWNLOAD THE MATERIAL LIST AND STC DISPLAYED ONLY UNDER 'VIEW LIVE AUCTIONS' FOR THEIR RECORD PURPOSE, IF REQUIRED, AND BID ACCORDINGLY. FOR BUYERS GUIDELINES VISIT www.mstcecommerce.com AND CLICK Help.

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 balance payment within the stipulated time. The status of the highest bid(s) having been accepted on Confirmed or STA (Subject to Approval) basis must be personally seen by the Bidders online through the link "Auction Lot Status" immediately after closing of E-Auction which will be displayed upto 7 (Seven) days from the date of Closing of E-Auction (including the date of closing of E-Auction). 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 YANTRA INDIA LIMITED/ Metal & Steel Factory, Ishapore (thereinafter referred to as YIL/ MSF, Ishapore) or persons duly authorized in this regard (hereinafter called as Authorities) and on the terms and conditions hereunder ~As is where is and no complaints basis~.

1.2. The condition for the sale is on 'as is where is basis' and without 'pick and choose' strictly as per item's specification/nomenclature, with all its errors in the description of disposal notice. The buyer is required to satisfy himself before bidding in all these respects. In all cases of disputes the decision of General Manager, YANTRA INDIA LIMITED/ Metal & Steel factory Ishapore, shall be final.

1.3. Quantity variation is plus minus 20 percent. Offer for part quantity not acceptable. In case quantity falls short in any lot, the same will not be made up. The contract will be short closed at the quantity actually issued.

1.4. The Buyers shall remain responsible for observance of Security Standing Instructions and normal Security Norms of the factory.

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 or mutually agreed upon by YIL/MSF, Ishapore and the bidder.

2.2. VALIDITY OF CONTRACT : 'Upto the validity period of the Delivery Order / Release Order issued by MSTC / PRINCIPAL or upto the extended period of validity of the Delivery Order / Release Order in case the Delivery period is extended by the PRINCIPAL at his sole discretion as the case may be.'

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 YIL/ MSF ,Ishapore /MSTC and/or the Authorities after the bid is opened/accepted.

3.3. YIL/ MSF, Ishapore / 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 :

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 email. 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. Bidders must always keep their registered email account valid and keep a watch on their incoming e-mail for their own convenience. Successful buyer shall have to pay Earnest money @20% against accepted bids positively within 7 days of acceptance of bid (excluding the date of acceptance)

4.1. Upon acceptance of the auction bid the buyer shall have to pay Earnest Money @ 20 % against accepted bids positively within 7 days from the date of auction or date of approval as the case may be excluding the day of auction or the date of approval to the MSTC Ltd. by RTGS/NEFT via e-payment link available under the dashboard of buyer. If the last date of payment falls on a holiday then the last date of payment of EMD shall be the next working day.

4.2. If any offer is accepted on ~SUBJECT TO APPROVAL~ (STA) basis the buyer shall have to pay Earnest money @20% against accepted bids positively within 7 days of confirmation of bid by MSTC Ltd. or YIL/MSF by RTGS/NEFT along with intimation via email to MSTC and YIL/MSF. Incase a

buyer fails to submit the EMD within this period of 7 days, he may submit the full payment along with taxes/duties within 17 days of closure of e-auction (excluding the date of closure). However, in such a case the buyer will remain deactivated (For non pre-bid EMD lots) after the expiry of 7 days period of submission of EMD, and on submission of full payment, the buyer shall be activated. The same shall apply for approved STA lots wherein the period of submission of EMD is 7 days from the date of approval of the STA (excluding the date of approval), however, in case a buyer fails to submit the EMD within this period of 7 days, he may submit the full payment along with taxes/duties within 17 days of the date of approval of the STA lot (excluding the date of approval).

4.3. UPON ISSUE OF SALE ORDER, THE EMD WILL BE ADJUSTED AGAINST MATERIAL VALUE AS DETAILED IN THE TERMS.

4.4. Failure to deposit the EMD would result in deactivation and forfeiture of registration fee or forfeiture of Pre Bid EMD, if available, of the concerned buyer.

5.0. PAYMENT OF BALANCE AMOUNT :

5.1. The Balance Sale Value (BSV) of balance material cost along with taxes, if any, shall be in the form of **online payment through the MSTC Ltd. e-payment gateway and shall have to be deposited by the buyer within 10 days** from the date of Sale Order / Acceptance Letter to be issued by the MSTC Ltd excluding the date of Sale Order / Acceptance Letter.

5.2. The payment collected by the MSTC Ltd will be forwarded with 3 working days from the date of receipt of payment by the MSTC Ltd to the registered Bank account of the GM, YIL/MSF. In case of failure to deposit payment by the buyer within stipulated time mentioned above, a late payment penalty @ 1% of the amount of material value per week of part thereof, for a maximum period of TWO weeks only, shall have to be deposited by the buyer through online payment gateway. Thereafter, the EMD amount shall automatically stand forfeited.

6.0. GST :

6.1. GST & 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 Tax 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.

6.2 INCOME TAX

Income Tax @ 1.0% on the gross value shall be charged. Gross value 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 (certificate has to be signed by IT Department). Exemption is not available to retailers / traders.

7.0. DELIVERY SCHEDULE:

7.1. The buyer shall lift within time mentioned in lifting order / Sale Release Order (SRO) being issued by the owner/Seller/principal (i.e. GM YIL/MSF) after receipt of payment as received from MSTC Ltd. along with delivery order. Delivery shall be given on all working days of the factory except Saturday/Sunday/Closed holiday observed by the owner unless otherwise specially permitted so by the owner/Seller.

The buyer will lift the specified material only from the lot and no any other material even if it is found in the specific location of the lot. The material sold shall be removed by the buyer from any one side of the lot as per sole discretion of the seller and no segregation /pick and choose of item from the sold lot will be permitted. The buyer shall start lifting from one end and go on clearing up to ground level.

7.2. Ground Rent :

In case of any default in lifting the materials by the buyer(s) within the time limit specified herein above, the stockholder shall claim ground rent in advance from the buyers @ 2% per day on the value of the unlifted quantity upto a period of 2 weeks after the date of expiry of free delivery period. In case of

delay beyond 2 weeks, the seller/MSTC reserves the right to grant further extension with or without additional ground rent.

8.0. FORFEITURE OF EMD/SALE VALUE :

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

9.0. DELIVERY OF THE MATERIALS :

9.1. For delivery, buyers must report by 8.30 AM on working days in the respective units of YIL/MSF, Ishapore. In case the last day of delivery happens to be a Closed Holiday for YIL/ MSF, Ishapore, 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 YIL/ MSF, Ishapore 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 YIL/ MSF, Ishapore / MSTC.

9.3. Legible photocopy of Identity Card together with the original one issued by MSTC to the Buyer has to be submitted to YIL/ MSF, Ishapore. The original Photo I-card will be returned to the buyer on verification with the photocopy of I-card. If the original buyer wishes to take delivery of the goods purchased through his representative, then he will give a letter authorizing him to take the delivery of the same on his behalf. The letter shall contain details of the goods to be collected together with reference number & date of the Government's letter accepting his offer.

9.4. Identity and Character Certificate in triplicate duly verified by two Gazetted Officers with respect to Buyer/buyer's Supervisors (form Appendix 'C' to be obtained from YIL/MSF).

9.5. For every 30 contractor's labourers or part thereof there will be a supervisor to be deployed by the buyer.

9.6. Two passport size photographs in respect of Contractors, Supervisors & service Engineers are to be submitted.

9.7. An undertaking from the Contractor that he will be responsible for conduct of his labourers inside the factory (For appendix 'D' to be obtained from YIL/MSF).

9.8. There is no requirement of submitting character certificate from the Gazetted Officers for contractor's labourer.

9.9. Successful bidders will be required to submit dully filled 'D' forms available with YIL/MSF before taking delivery.

9.10. Attestation Form for obtaining PVR in triplicate for each individual (Form to be obtained from YIL/MSF).

9.11. The contractor employing the laborer will furnish all the details about the laborer as required in the PVR forms on a non-judicial stamp paper worth Rs.10/- duly signed by a notary. The names and details of the laborer would be attached as appendix to the non judicial stamp paper.

9.12. All the Buyer's laborers entering into the factory will wear clear identifiable red coloured jacket over their dress at the time of entering the factory & while working inside the factory. The cost of the jackets is to be borne by the buyer. Further in order to ensure that these labourers/supervisor do not intermingle with other buyer's job, the name of the firm should be painted/engraved on both sides of the jacket.

9.13. Short Delivery of Material :

9.14. In case of the actual quantity turning out to be less than the indicated quantity after due completion of the lifting by the buyer(s), the buyer(s) shall not be entitled to claim any damages, loss or interest or compensation but shall be entitled for proportionate refund only.

9.15. The segregation of material is not allowed. Breaking / cutting is also not allowed except under special circumstances at the discretion of the YIL/MSF, Ishapore

9.16. Weighment recorded at YIL/MSF, Ishapore weighbridge will be final and binding on the buyer.

9.17. Persons deployed by the buyer must have Life Insurance coverage for the period of contract and they should be provided with prescribed Industrial safety Equipment by the Buyer.

10.0 For sale/disposal of materials coming under the categories of Hazardous Wastes / Scrap / Other Wastes /e-Wastes etc., the bidders in order to be eligible to bid at the e-auctions must have the requisite valid permissions /approvals/clearances by way of registration, consent to operate and authorisations from the prescribed authorities including the Central Pollution Control Board and/or concerned State Pollution Control Board in terms of the Environment (Protection) Act, 1986 and all Rules framed thereunder i.e., the Hazardous Wastes(Management and Handling) Rules 1988, Hazardous Wastes (Management Handling and Trans Boundary Movement) Rules, 2008, the Hazardous and Other Wastes (Management, Handling and Trans Boundary Movement) Rules 2016, the E-Wastes (Management)Rules 2016 , the Hazardous Chemicals Rules 1989 or any other statutory modifications or enactment thereof.

A copy of MOEF Certificate should be provided at the time of depositing payment.

11.0 Sr. General Manager, YANTRA INDIA LIMITED/Metal & Steel Factory, Ishapore reserves the right to accept or reject any offer or withdraw disposal, increase or decrease the quantity of any lot without assigning any reason. Sr. General Manager , YANTRA INDIA LIMITED/ Metal & Steel Factory , Ishapore reserves the right to short close the contract at any stage without assigning any reason.

12.0 ARBITRATION CLAUSE : All disputes and differences arising out of or in any way touching or concerning this agreement (Except those for which specific provision has been made here-in) shall be referred to sole Arbitrator to be appointed by Director General of Ordnance Factories, Govt. of India. The Arbitrator so appointed shall be a Government Servant who had not dealt with matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. The Arbitrator award of the sole arbitration shall be final and binding on the parties.

12.1 The venue of arbitrator shall be YANTRA INDIA LIMITED/Metal & Steel Factory, Ishapore.

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 on behalf of this Principal and, his Registration Fee will be forfeited. While considering his reactivation all facts including the number of Principals/eauctions/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 :-

(i) The Unsold Lot may be put up for re-e-auction at the sole discretion of MSTC without pre-bid EMD (Earnest Money Deposit) or with pre-bid EMD as may be deemed fit by MSTC.

(ii) In case of default in payment of SD and/or balance Sale Value with Duties and Taxes by the successful Higher Bidder, MSTC reserves the right to invite bids for the respective Lot from all the bidders of the concerned Lot (other than the defaulting Bidder) OR all registered customers in Sealed Covers along with the prescribed Security Deposit within the time stipulated by MSTC for finalizing the sale or to take any other action as may be deemed fit in consultation with the PRINCIPAL.

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

b) For sake of production, GM/YIL/MSF reserves the right to remove the auctioned material from the

designated location(s) to any other location(s) with prior intimation to H1 Bidder (i.e Buyer) as well as MSTC.

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

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

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