

Auction Details		
Auction No	MSTC/ERO/Balmer Lawrie and Co Ltd/1/Kolkata/18-19/32412[203179]	
Opening Date & Time	07-03-2019::11:00:00	
Closing Date & Time	Scheduled Time <u>07-03-2019::15:00:00</u>	Closed At <u>07-03-2019::15:00:00</u>
Inspection From Date	01-03-2019	
Inspection Closing Date	06-03-2019	

Seller Details	
Seller / Company Name	Balmer Lawrie and Co Ltd
Location	Kolkata
Street	P 3/1 Transport Depot Road
City	Kolkata-700088
Country	INDIA
Telephone	03324506811
Fax	03324498355
Email	sett.a@balmerlawrie.com
Contact Person	Abhrajit Sett

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION
Lot No. : BL/18-19/02-01B PCB GRP :[PRE-BID EMD FOR ERO6] Lot Name : Zeolite Powder N/M	Zeolite Powder N/M [in compliance to Import-export policy in force and provision of allied acts, rules and regulations as applicable] NATURE OF PACKING:- In Container IMPORT DETAILS:- Container no : MRKU7960202 [1 x 20ft] Ex-vessel: Lily Queen Voy-1615, Rot no ☐ 2146593/16 Line no: 84 ESTIMATED QTY:- FCL	1.0 LOT	As Applicable /As Applicable	BL- Container Freight Station, at P-3/1 Transport Depot Road, Kolkata☐ 700 088. State :West Bengal

	This is subject to confirmation and acceptance by Customs			
Lot No. : BL/18-19/02-02E PCB GRP : [PRE-BID EMD FOR ERO6] Lot Name : Leather	Leather [in compliance to Import-export policy in force and provision of allied acts, rules and regulations as applicable] NATURE OF PACKING:- In Container IMPORT DETAILS:- Cont. No.ECMU-4475573, TGHU-5237760 [2 x 40 ft] Ex-vessel : KOTA RAJIN Voy-25 Rot no. 2096804/14 Line no. 19 ESTIMATED QTY:- FCL <u>*Important Note:-</u> Delivery to be given after NOC is obtained by the H1 bidder from Animal Quarantine & Wildlife This is subject to confirmation and acceptance by Customs	1.0 LOT	As Applicable /As Applicable	BL- Container Freight Station, at P-3/1 Transport Depot Road, Kolkata☐ 700 088. State :West Bengal
Lot No. : BL/18-19/02-03B	Chemical Adhesive Capsule	1.0 LOT	As Applicable /As Applicable	BL- Container Freight

PCB GRP :[PRE-BID EMD FOR ERO6]	[in compliance to Import-export policy in force and provision of allied acts, rules and regulations as applicable]			Station, at P-3/1 Transport Depot Road, Kolkata□ 700 088. State :West Bengal
Lot Name :Chemical Adhesive Capsule	NATURE OF PACKING:- 2 packages In Container IMPORT DETAILS:- Container no: OOLU-0613592 [1 x 20ft] Ex-vessel: MAX COURAGE Voy no - 209, Rot no □ 2135266/16, Line no □ 10 ESTIMATED QTY:- LCL This is subject to confirmation and acceptance by Customs			
Lot No. : BL/18-19/02-04B PCB GRP :[PRE-BID EMD FOR ERO6] Lot Name :RELIEF GOODS, COMPASSION KITS, HUMANITARIAN RELIEF GOODS	RELIEF GOODS, COMPASSION KITS, HUMANITARIAN RELIEF GOODS [in compliance to Import-export policy in force and provision of allied acts, rules and regulations as applicable] NATURE OF PACKING:- In Container IMPORT DETAILS:- Container : HDMU-2610339 [1 x 20 ft] Ex-vessel : ELLEN S Voy-35 Rot no. 2118529/15 Line no. 51, Line no. 19 ESTIMATED QTY:- FCL This is subject to confirmation and acceptance by Customs	1.0 LOT	As Applicable /As Applicable	BL- Container Freight Station, at P-3/1 Transport Depot Road, Kolkata□ 700 088. State :West Bengal
Lot No. : BL/18-19/02-05A PCB GRP :[PRE-BID EMD FOR ERO6]	LIMESTONE POWDER [in compliance to Import-export policy in force and provision of allied acts, rules and regulations as	1.0 LOT	As Applicable /As Applicable	BL- Container Freight Station, at P-3/1 Transport

Lot Name :LIMESTONE POWDER	applicable] NATURE OF PACKING:- In Container IMPORT DETAILS:- Cont no: CAIU-3150135, GLDU9764361 [2 X 20FT] Ex-Vessel : KOTA DUTA, VOY□KDTA0017W, Rot No.2170386 Line No. 180 ESTIMATED QTY:- FCL This is subject to confirmation and acceptance by Customs			Depot Road, Kolkata□ 700 088. State :West Bengal
Lot No. : BL/18-19/02-07A Lot Name : 1X20 DC CON. STC : COMPATIBLE PRINTER CARTRIDGE FOB ZHUHAI	 [in compliance to Import-export policy in force and provision of allied acts, rules and regulations as applicable] NATURE OF PACKING:- In Container IMPORT DETAILS:- Cont no: BSIU2331406 [1 X 20FT] Ex-Vessel : SSL CHENNAI, VOY□88, Rot No.2191038 Line No. 52 ESTIMATED QTY:- FCL	1.0 LOT	As Applicable /As Applicable	BL- Container Freight Station, at P-3/1 Transport Depot Road, Kolkata□ 700 088. State :West Bengal
Lot No. : BL/18-19/02-08A PCB GRP :[PRE-BID EMD FOR ERO6] Lot Name : 1X20 DC CONTAINER STC : TOILETRIES	 [in compliance to Import-export policy in force and provision of allied acts, rules and regulations as applicable] NATURE OF PACKING:- In Container IMPORT DETAILS:- Cont no: HDMU2600541 [1 X 20FT] Ex-Vessel : SSL KOLKATA, VOY□18, Rot No. 2178632	1.0 LOT	As Applicable /As Applicable	BL- Container Freight Station, at P-3/1 Transport Depot Road, Kolkata□ 700 088. State :West Bengal

	Line No. 48 ESTIMATED QTY:- FCL This is subject to confirmation and acceptance by Customs			
Lot No. :BL/18-19/02-09A PCB GRP :[PRE-BID EMD FOR ERO6] Lot Name :ONE SET OF 921 COMPUTERIZED EMBROIDERY SEWING MACHINE	ONE SET OF 921 COMPUTERIZED EMBROIDERY SEWING MACHINE [in compliance to Import-export policy in force and provision of allied acts, rules and regulations as applicable] NATURE OF PACKING:- In Container IMPORT DETAILS:- Cont no: MRKU5673604 [1 X 40FT] Ex-Vessel : MOTIVATION D, VOY□27, Rot No. 2169458 Line No. 184, 179 ESTIMATED QTY:- FCL This is subject to confirmation and acceptance by Customs	1.0 LOT	As Applicable /As Applicable	BL- Container Freight Station, at P-3/1 Transport Depot Road, Kolkata□ 700 088. State :West Bengal
Lot No. :BL/18-19/02-10A PCB GRP :[PRE-BID EMD FOR ERO6] Lot Name :ONE SET OF 921 COMPUTERIZED EMBROIDERY SEWING MACHINE	ONE SET OF 921 COMPUTERIZED EMBROIDERY SEWING MACHINE [in compliance to Import-export policy in force and provision of allied acts, rules and regulations as applicable] NATURE OF PACKING:- In Container IMPORT DETAILS:- Cont no: TCLU9342677 [1 X 40FT] Ex-Vessel : ESM CREMONA, VOY□ 801, Rot No. 2175046 Line No. 9 ESTIMATED QTY:- FCL	1.0 LOT	As Applicable /As Applicable	BL- Container Freight Station, at P-3/1 Transport Depot Road, Kolkata□ 700 088. State :West Bengal

	This is subject to confirmation and acceptance by Customs			
Lot No. : BL/18-19/02-06C PCB GRP : [PRE-BID EMD FOR ERO6] Lot Name : FELT PAPER	FELT PAPER [in compliance to Import-export policy in force and provision of allied acts, rules and regulations as applicable] NATURE OF PACKING:- 4 packages de-stuffed in godown IMPORT DETAILS:- Cont no: MXCU0059650 [LCL] Ex-Vessel : MASTERY D, VOY □ 18 Rot No.2131801 Line No. 107 Cont. No. MXCU-0059650 ESTIMATED QTY:- LCL <u>*Important Note:-</u> PSI & AZODYE TEST CERTIFICATE REQUIRED This is subject to confirmation and acceptance by Customs	1.0 LOT	As Applicable /As Applicable	BL- Container Freight Station, at P-3/1 Transport Depot Road, Kolkata□ 700 088. State : West Bengal
Lot No. : BL/18-19/02-07C PCB GRP : [PRE-BID EMD FOR ERO6]	POLYESTER LINING [in compliance to Import-export policy in force and provision of allied acts, rules and regulations as applicable]	1.0 LOT	As Applicable /As Applicable	BL- Container Freight Station, at P-3/1 Transport Depot Road,

Lot Name :POLYESTER LINING	NATURE OF PACKING:- 4 packages de-stuffed in godown IMPORT DETAILS:- Container : FCIU4510851 [LCL] Ex-vessel : LILY QUEEN Voy-25 Rot no. 2132023 Line no. 29 Cont. No. FCIU4510851 ESTIMATED QTY:- LCL <u>*Important</u> <u>Note:-</u> PSI & AZODYE TEST CERTIFICATE REQUIRED This is subject to confirmation and acceptance by Customs			Kolkata☐ 700 088. State :West Bengal
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Total No of Lots = 11

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

PRE BID EMD :- RS. 500000/- FOR ALL LOTS.

CLICK HERE FOR TERMS AND CONDITION

FOR ANY QUERIES, PLEASE CONTACT AT MSTC, KOLKATA :G Prasad, JM, ERO, ,
Email: gprasad@mstcindia.co.in . S. K. Pramanick, SM,
Email: skpramanick@mstcindia.co.in

MSTC KOLKATA- Phone: 033-22900964

PRE-BID EMD: The intending buyers has to deposit **pre-bid EMD RS. 500000/- (FIVE LAKH) for all lot's** favoring MSTC Limited by way of online transfer of payment through RTGS/NEFT and the same should be credited in MSTC account **on or before 06.03.2019**. The EMD through RTGS must be routed through our website only with intimation to MSTC, ERO indicating the buyer's id and UTR No. as provided by the benefactor bank.

BUYER'S GUIDELINES for remitting respective payments through RTGS/NEFT Click here for e-Payment Guide:. Please note that buyer should generate the dynamic account no of MSTC from the system to remit all payment failing which cognizance of remittance (if any) shall not be considered. Remittance of pre-bid EMD should be done strictly as per the process detailed above. PRE-BID EMD in form of DD/PO shall not be accepted. Pre-Bid EMD received on e-Auction Day shall not be accepted.

Only those registered buyers shall be activated / allowed to bid whose said Pre-Bid EMD amount has been credited within the scheduled date. Hence the buyer should ensure that the amount towards Pre-Bid EMD is credited to MSTC's account on or before the scheduled date. Pre Bid EMD details clearly mentioning Buyer name, Buyer Number, E-auction no., lot no. and transaction details (UTR No., Transaction Date, Amount, Bank Name, Account title, IFSC Code and Account Number) should be sent to above mentioned e-mail. The EMD of the Successful Bidder shall be retained. EMD of the unsuccessful bidders would be returned by M/s. MSTC Ltd. after completion of the bidding process as detailed in the bidding document. No interest is payable on EMD.

The pre-bid EMD shall automatically be converted into security deposit (SD) .

1) MSTC Ltd. shall hereinafter be referred to as MSTC and Balmer Lawrie & Co. Ltd as owner/ Seller

2) The sale is through e-Tender cum e-Auction method. In case of e-Tender interested buyer can submit their bid through e-Tender only once. Buyers may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender.

3) All the offers shall be valid for a period of 180 days from the date of closing of e-Auction. In case bids are not confirmed by Balmer Lawrie & Co. Ltd. within

stipulated period, bidders have option to take refund of EMD/Security or may take the delivery of cargo.

4) All the materials are offered for sale on AS IS WHERE IS basis, Ex- works owners and where they are stacked. Material are sold on the assumption that bidders have inspected the same and know what they are buying, irrespective of whether they have first inspected the materials or not. No complaint shall be entertained in this regard. Goods are sold on the assumption that the bidder has inspected the lots prior to bidding and know what he is bidding for. Buyers have to inspect for hazardous/explosive properties, if any, before submitting the bid. In case they come across any material beyond the scope of the description of material, it should be informed to Seller/MSTC. The material offered for sale can be inspected during 12 AM to 5 PM on the inspection dates as mentioned hereinabove. Where specimen samples are shown it is clearly understood that the quality of the material inside the container/boxes/cartons/bales/cases etc. may not necessarily be of exact quality, quantity, weight, size dimensions, specifications, features etc. Bidders are not allowed to take the sample from the lot.

5) Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate. However, The quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift the indicated quantity. In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count. The material as offered has to be lifted by the buyer

6) Though a facility is provided to bidders to select a category in the live auction floor; however, buyers, in their own interest are advised to go to live e auction floor, after selecting "all categories". MSTC will not be responsible for any oversight in selecting the category in live e auction/lot on the part of bidders/buyers

7) The rates must be offered on lot basis for each lot separately not part thereof i.e. in Rupees per lot only. The Rate must be quoted exclusive of GST or other relevant tax etc. These will be charged extra as applicable. Any variation in GST or other relevant tax and any fresh statutory levies will be borne by the buyers. Auction sale shall be treated as local sale only. C Form against outstation sale will not be accepted by Balmer Lawrie & Co. Ltd. . Full GST will be collected at the prescribed rates. Bidders should make their own arrangements under applicable GST laws to take the goods to their state.

8) 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.

9) The pre-bid EMD shall automatically be converted into security deposit (SD) and Sale Order/ Acceptance Letter will be issued by MSTC (This is subject to confirmation and acceptance by Customs). The Security Deposit as specified in Sale order shall be adjusted only at the time of final payment.

10) **BALANCE PAYMENT:** The balance payment of each lot of materials along with applicable GST and other relevant taxes must be paid by the buyer to MSTC/Balmer Lawrie& Co. Ltd in one instalment within 7 days from the date of Sale Letter/Order issued by MSTC (including the date of issuance of such letter). The Sale letter/Order shall clearly specify the break-up as well as the method of payments (on-line mode and/or bank draft).

11) After receipt of the full bid amount, Balmer Lawrie will take necessary action to file Bill of Entry, pay customs duty and obtain Customs permission for giving delivery of cargo to the successful bidder,. Delivery Order will be issued by MSTC Ltd with a duplicate copy to Balmer Lawrie& Co. Ltd only after receipt of FINAL confirmation from Balmer Lawrie& Co. Ltd

12) In case the date of submission of payment happens to fall on a Public Holiday, the next day shall be considered as the date of submission of payment. DDs of Cooperative Bank shall not be accepted and will be returned without any action being taken on them

13) Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter. If there is a default in payment as per Terms of the Sale order cum Acceptance letter, the Security deposit mentioned therein will stand forfeited automatically without any further notice and Sale Order will stand cancelled. Balmer Lawrie& Co. Ltd will re-auction the lot accordingly.

14) **LATE PAYMENT PENALTY:** For Any delay in making payment within time limit specified, the due payment may be made together with late payment penalty @ 1% per week or part thereof on the entire bid value, maximum up to 14 days (calculated from the next day of last date of payment submission by bidder). In case the bidder does not submit the payment in time or in extended time of 14 days with penalty, sale of the concern lot will be automatically cancelled and the Earnest Money/Security Deposit (as the case may be) will automatically stand forfeited. Such late payment penalty along with balance payment is to be submitted to Balmer Lawrie& Co. Ltd directly either through on line or through bank draft.

15) **DELIVERY PERIOD:** The successful bidders shall lift the specified material lying in the lot allotted to them by employing their own labour and transport at their own cost within 15 Days from the date of Release order issued on behalf of the Delivery Order issued by MSTC (including date of issuance of Delivery order). On the basis of delivery order, Balmer Lawrie& Co. Ltd will issue gate

pass for the particular lot. If last day of delivery falls on a public holiday, the next working day shall be considered as the last date of lifting.

16) In case the bidder does not lift the material within the above mentioned free times, he can be allowed to do so within next 15[fifteen] days subject to payment of Ground Rent @ 500/- per TEU and 1000/- per FEU plus GST per day (for LCL Cargo .200 plus GST Tax per day per lot) or as may be prescribed by the seller. This being Subject to Chief Manager [CFS] discretion, Bidder cannot claim taking delivery as a matter of right once free days are over. Balmer Lawrie & Co. Ltd. reserves the right for any addition/deletion of the tender document

17) The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the Live e-Auction 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 e-Auction Registration with MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC's sole discretion 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. The BSTC and GTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on NEW USER. Participation in the e-Auction 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.

18) Bidders/ Tenderers will not be allowed to admit any other person or assign, or sublet in any manner, the interest in the contract, after getting the offer.

19) The Principal/Owner of the materials reserves the right to withdraw at any stage the sale of any container, item or quantity of material either by number or by weight or any other specific unit etc, even after issue of Sale Order/Delivery Order. The Principal/Owner will not be bound to assign any reason or details thereof. Value of the materials so withdrawn, if any, and paid by the buyer will be refunded without any interest. The Principal will however, not be responsible for any damage, loss, direct or consequential compensation whatsoever to the buyer nor for payment of any interest. Balmer Lawrie & Co. Ltd. is not bound to accept highest offer.

20) The Bidders/ customers' workmen shall have to abide by the rules & regulation including safety & security regulation of the relevant statutory acts. Entry inside the works / stores should only be against Gate pass for the men and equipment for which purchaser will have to apply well in advance before lifting commences. The purchaser shall ensure that his workmen do not loiter around within the stores area/ factory areas. They shall not touch any material except those material shown to them. If any of his workmen is even found

violating these restrictions, the purchaser shall be responsible for making good the loss to the owners on which their decision shall be final and binding.

21) DISPUTES: In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by the Balmer Lawrie & Co. Ltd., and the Arbitration proceedings would be governed by Arbitration and Conciliation Act 1996. The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute and shall be paid in advance to the auctioneer. The jurisdiction for appealing against the award in a court, or any other proceedings under the Arbitration Act, shall be that of courts in Delhi / New Delhi only.

22) Delivery of commodities requiring clearance from other regulatory agencies like CFL, P&Q, ADC, Chemical examiner, Police deptt. and other agencies etc will be effected only after obtaining the requisite clearances.

23) The successful bidder shall produce the copy of MSTCs I-Card and Delivery Order for proper identification of bidder at the time of taking delivery of the material. Original I-card holder may nominate his representative through proper authorization to take delivery on his behalf. The material can only be removed from ICD premises on production of a Gate Pass issued from the respective ICD.

24) After receiving full value of bid along with GST & other relevant taxes etc, the delivery of cargo will be given to successful bidder. The delivery will be given from Monday to Friday during normal working hours i.e 10:00 hrs to 18:00 hrs. The delivery will not be effected on Saturdays/Sundays and Gazetted holidays or holidays observed at the ICD. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time i.e 18:00 Hrs. In case if there is any delay while loading of cargo/container, the delivery time may be extended with the approval of competent authority.

25) The representatives of Customs and Balmer Lawrie & Co. Ltd. and Security Department in the presence of the purchaser will jointly witness delivery of the material. In the event of purchasers failure to do so Balmer Lawrie & Co. Ltd. shall in no case be responsible for any shortage and shall not under any circumstances make good the deficiency.

26) Balmer Lawrie & Co. Ltd. reserves the right to modify and amend all Terms and Conditions and announce the same if need be while the auction is in progress or prior to commencement of auction.

27) In case of accidents etc. to the bidder/labour/or his representatives Balmer Lawrie & Co. Ltd. will not at any time be responsible for any injuries caused due to accident within Balmer Lawrie & Co. Ltd. premises or at the place of work of the owner either to the buyer or his representative/labour etc., and the bidder will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the bidder to provide

necessary safety appliances (like hand gloves/safety shoes etc.) to the labourers, who are engaged for loading the materials.

28) Balmer Lawrie & Co. Ltd./MSTC will not be liable for any claim and bidder shall keep Balmer Lawrie & Co. Ltd./MSTC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

29) No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the seller's premises. The decision of the Officer or his authorized representative shall be final in this regard.

30) Once the goods have been made over to the purchaser, Balmer Lawrie & Co. Ltd. Administration shall not accept any responsibility whatsoever for the safe guarding of the purchased goods.

31) The material will remain Balmer Lawrie & Co. Ltd. property unless and until all the conditions of sale are fulfilled. The mere payment of the purchase does not constitute complete purchase and material will become the property of the purchaser only after the sale has been completed. Balmer Lawrie & Co. Ltd. administration shall not in any circumstances whatsoever, be liable for any theft or misappropriation/loss by deterioration or fire or for any other loss through any cause whatsoever which may occur after all the formalities for the sale are completed.

32) Balmer Lawrie & Co. Ltd.. will not be in any way responsible for failure to deliver the goods as per delivery schedule due to causes beyond their control such as strikes, lockouts, shortened hours, act of God or other causes or contingency whatsoever. The bidder shall not be entitled to cancel the contract & the period of delivery shall automatically be extended accordingly.