

एक काम
देश के नाम

Auction Details	
Auction No	MSTC/TVC/COCHIN PORT AUTHORITY/4/WILLINGDON ISLAND /23-24/30429[403922] Type : U
Opening Date & Time[View Date]	25-10-2023::12:00:00[19-10-2023]
Closing Date & Time	Scheduled Time 25-10-2023::18:00:00
	Closed At 25-10-2023::18:00:00
Inspection From Date	21-10-2023
Inspection Closing Date	24-10-2023
EMD Type	Item Wise EMD
Event Category	e-Sale
Auto Activation Enabled	NO
Prepared By	sreekalack Time: 2023-10-19 11:33:07
Verified By	skrajendran Time: 2023-10-19 12:55:19
Last Edited By	-
STA Percent: 10.0	EMD submission within: 3 days
At source (Yes/No): Yes	Service Charge with GST: 2.655%
TDS percentage: 5.0	Work Up to: DO
Currency: INR	Auction Activation Status: pending

Seller Details	
Seller /Company Name	COCHIN PORT AUTHORITY/MSTC/COCHIN PORT AUTHORITY/WILLINGDON ISLAND /26348
Location	WILLINGDON ISLAND
Street	WILLINGDON ISLAND
City	COCHIN-682009
Country	INDIA
Telephone	0484-2582400
Fax	0484-2666414
Email	ce@cochinport.gov.in
Contact Person	REMA. E

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	Start Price Increment Value EMD % ITAX Remarks EMD HIGH / EMD LOW	GST	LOCATION	Bid Valid Till (DD-MM- YYYY)
LOT No. :1	DREDGED SAND - predominantly fine sand LOCATION: STOCKED AT WESTERN & SOUTHERN SIDE OF PETRONET LNG TERMINAL LTD. AND AT THE BACK UP AREA OF MULT AT PUTHUVYPEEN	150000.00 CUM	566.00 1.0 10.0 0.0 0.0/0.0	5.0%	As per description State :Kerala	24-11-2023
LOT Name :DREDGED SAND predominatly fine sand	CONTACT PERSON & PHONE NUMBER : CHIEF ENGINEER & 0484-2582400/2666414					
Product Type :Minerals	STARTING PRICE - Rs. 566/- per Cum (Excl Taxes)					
Category :Sand	Minimum Bid Quantity - 5000 Cum					
Sub-category :	Multiples of bid - 5000 Cum PRE BID EMD - Rs. 20 per Cum to be paid through PAY PRE BID EMD Link					

Total No of Lots = 1

Rule Book Details

S.No.	Unit	Min Booking	Multiple	Threshold
1	CUM	5000	5000.0	5000.0

MPQ Details

S.No.	Lot No	Unit	Con.	MAX	EMD	Incr 1	Incr 2
1	1	CUM	1.0	0.0	20.0	1.0	1.0

SPECIAL TERMS & CONDITION

Contact details:

Co-PA : Smt. REMA. E, Chief Engineer; Mail : ce@cochinport.gov.in

MSTC Ltd : Shri. Santhosh Kumar Rajendran , Manager Mail : skrajendran@mstcindia.co.in Ph : 8884600700

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 . THE 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. THE TERMS & CONDITIONS INCLUDING THE LIST OF MATERIALS APPEARING ON THE DATE OF E-AUCTION IS FINAL AND BINDING ON THE PARTICIPANT BIDDERS; THE SAME MAY PLEASE BE DOWN LOADED FOR ANY FURTHER REFERENCE.

CLICK FOR GTC CLICK FOR BSTC

[CLICK HERE FOR BIDDING METHODOLOGY](#)

NOTE :

(i) Indemnity Bond (as per attached format) in favour of CoPA for payment of Royalty amount, in case Royalty has to be paid in future based on the final Court Verdict on the legal case pending before the Hon'ble High Court of Kerala.

[CLICK HERE FOR INDEMNITY BOND FORMAT](#)

PRE-BID EMD - Rs.20 per Cu.m has to be submitted through PAY PRE BID EMD link after logging in to MSTC portal. Pre-bid EMD will be converted to Security deposit and will be refunded by **Cochin Port Authority** after successful completion of contract.

IMPORTANT NOTE :

Starting Price - Rs. 566.00 per Cu.m. (Excl.GST)

Minimum bid quantity - 5000 Cu.m.

Multiples of bid - 5000 Cu.m ie., 5000, 10000, 15000 etc

Delivery period :

Total allocated quantity equal to 5,000 Cu.m. - 2 months

Total allocated quantity greater than 5,000 Cu.m. and less than or equal to 50,000 Cu.m - 3 months

Total allocated quantity greater than 50,000 Cu.m. and less than or equal to 1,00,000 Cu.m - 6 months

Total allocated quantity greater than 1,00,000 Cu.m - 12 months

NOTE : The dredged sand auction shall be used normally for filling of low lying areas/formation of embankment of roads. However, if the sand is required to be used for any other purpose, necessary testing may be carried out and get himself acquainted with its properties prior to use. It is stated that Cochin Port Authority will not be held responsible for suitability of dredged sand for use in any other purposes.

(i) Before submitting the quotation, the bidder shall examine carefully all conditions specified and shall inspect the dumping ground of dredged sand with prior appointment of the Engineer- in-Charge, CoPA, to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in transporting the dredged sand from the dumping ground. It will be deemed that prior to the submission of quotation, the bidder has visited the dumping ground and has satisfied himself as to the nature and location, general and local conditions, particularly those pertaining to transportation, handling, availability of labour, weather conditions, working conditions, ground level etc. and that the bidder has estimated his cost accordingly and CoPA will be in no way responsible for the lack of such knowledge and also consequences thereof to the Bidder. Failure to visit the site will in no way relieve the successful bidder of any of the obligations.

(ii) A bidder shall be deemed to have full knowledge of all specific conditions, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the notice and conditions of contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.

(iii) Pre-bid EMD of Rs.20 PER CUM shall be deposited by the bidder through PAY PRE-BID EMD Link of MSTC login for participating in the auction. This amount will be kept as the Security Deposit and will be refunded by CoPA to successful H1 Bidder on successful completion of lifting of sand. Successful Bidders shall forward their Bank Account Details and Cancelled Cheque to CoPA, to enable refund of Pre-Bid EMD/Security Deposit.

PRE BID PAYMENT PROCEDURE:

i) An interest free PRE BID EMD of Rs.20 PER CUM has to be deposited by all bidders directly through RTGS to MSTC Ltd. This Pre- Bid EMD of H1 bidder will be refunded only after successful completion of the contract by CoPA. The pre-bid EMD amount needs to be paid by the participating buyers through MSTC's e-commerce portal through below mentioned link provided in the buyer account, atleast one day before the date of e-auction.

ii) RTGS/NEFT payment only from bidder's account shall be considered. Payment received from any other account, will not be considered.

iii) Date of credit of payment into a/c of MSTC, shall be the basis for accepting the payments.

iv) Pre Bid EMD must be paid by the bidder (NEFT/RTGS) through link "Pay Pre Bid EMD" only. Payments without using link "Pay Pre Bid EMD" s hall not be considered/acted upon.

v) It shall be sole responsibility of the bidder to check his "EMD Ledger" available in his login to confirm the credit of pre bid EMD.

vi) For Pre bid EMD links are available in bidders login as under:

1. Pay Pre Bid EMD For submission of pre bid EMD.
2. EMD Refund Request For online refund request.
3. EMD Ledger For checking available pre bid EMD against your registration.

vii) Pre bid EMD submitted by the bidder cannot be used/adjusted towards other payment.

viii) Payment should be made within 3 days after generating the Challan for NEFT/RTGS otherwise Challan shall become invalid.

ix) One NEFT/RTGS Challan will be valid for one transaction only, if multiple transactions are made, only first will be reconciled.

x) DD/POs of Cooperative Bank shall not be accepted and will be returned without any action being taken on them.

Bidders after successful login will get three new links at their homepage as Pay Pre Bid EMD EMD Refund Request EMD Ledger Pre Bid EMD must be paid by the bidder (NEFT/RTGS) through this first link only (Pay Pre Bid EMD) otherwise the automation will not work. This payment will be credited to a specific HO PNB account only and as per successful bidding, equivalent amount will be forwarded to respective Region/Branch on the next working day. Refund to bidder as per their online request will also be processed from HO on the next working day. This pre-bid EMD cannot be used for any other purpose. The buyer should check the EMD Ledger link after making the payment and the same amount should be reflected in this link. The unsuccessful buyer, can raise their refund request in EMD Refund Request link.

i) In case of failure of H-1 bidder to remit the Post-Bid EMD amount, this pre-bid EMD will stand forfeited by CoPA.

ii) In case if Post-Bid EMD amount is paid and failure of H-1 bidder to remit balance payment due (along with applicable taxes) within the stipulated period to Seller (CoPA), both pre-bid EMD & Post Bid EMD amount will be forfeited by CoPA. The service charges payable to MSTC will be adjusted from forfeited amounts.

iii) Pre Bid EMD amount will be refunded to the successful bidder by CoPA on completion of removal of auctioned material.

(iv) Price quoted should be strictly on the basis of ALL EXCLUSIVE RATES (Excluding GST and any other statutory levies like fees required to be paid to State Government for transportation, Royalty etc., as applicable which shall be to the Buyers account).

(v) Price quoted shall be without any condition. Offers with any deviations/conditions will be summarily rejected.

(vi) The bidder shall have valid PAN/GST registration and shall upload self attested copy of PAN ,GST Registration Certificate and RTGS mandate/Cancelled Cheque.

(vii) Post-bid EMD shall be 10% of the proposed Sale Value and shall be paid by the Bidder in the form of RTGS/NEFT to Cochin Port Authority within three (3) working days from the date of issue of the Sale intimation order to the successful Bidder. On Receipt of Post-Bid EMD sale order will be issued . Balance 90% of proposed Sale Value shall be paid by the successful bidder within 10 working days from the date of issue of Sale Order. The Service Charges to be paid by CoPA to MSTC shall be paid by the successful bidder directly to MSTC from the balance 90%, as per the details furnished in the Sale Order. However, the invoice for the total Sale Value of material will be issued by CoPA. On remitting the full amount by the successful bidder, Delivery Order will be issued to the successful bidders. The bank details of Cochin Port Authority for remittance of Post-bid EMD and balance payment through RTGS/NEFT is

State Bank of India, Cochin Port Authority Branch,
Beneficiary-Cochin Port Authority,
A/c. No. 10601197375, IFSC Code - SBIN0006367

(viii) The validity of the bid shall be 30 days from the date of closing of e-auction.

(ix) In case, the Bid is accepted and the Bidder(s) refuse(s)/ fail(s) to make further financial arrangements towards the full value of materials and/or Taxes/Duties and/or any other financial arrangement as stipulated in Bid conditions, the pre-bid EMD and Post-bid EMD shall be forfeited without prejudice to the rights of CoPA to claim such further damages in this regard and without further reference to the Bidder(s)/Buyer(s). In case, the Bidder(s) wish (es) to withdraw his offer before the expiry of the validity period of the offer, then the Pre-bid EMD and Post-bid EMD (if remitted) shall be forfeited without further reference to the Bidder.

(x) The loading and transporting of dredged sand including compliance of State Law shall be arranged by the successful bidder at his own cost, risk and responsibility.

(xi) For permitting the vehicles like Trucks, Tipper, loader etc. inside the dumping ground for transporting the dredged sand, details of vehicles such as Vehicle Number, type of Vehicle etc. have to be intimated and prior permission of CoPA/concerned authority has to be taken by the successful bidder at his own cost, risk and responsibility.

(xii) If the dredged sand is not lifted and transported within the allowed time period, ie. in case of delay in lifting and transporting dredged sand, penalty @ 0.5% per week or part thereof of the cost of balance quantity of dredged sand will be charged upto 4 weeks only and thereafter the Security Deposit will stand forfeited. After forfeiture of Security Deposit, the contract for the quantity not lifted shall be deemed to be cancelled and CoPA shall be at liberty to dispose them off without prejudice to its rights against the Buyer(s). Also, the cost of balance quantity of dredged sand will not be refunded.

(xiii) To measure and ensure the quantity of material transported by the successful bidder, prior intimation of atleast one week has to be given to

the Department before transporting the material, for deputing representative from CoPAs side.

(xiv) In addition to the amount quoted (and GST), the successful bidders have to pay applicable Royalty / Cess for obtaining permit from State Government, if there is any, for transporting/ stocking/re-transporting the dredged material.

(xv) The dredged sand shall be taken from the stocking/dumping area at the western/southern side of the Petronet LNG Terminal Ltd. (PLL)/back up area of MULT at Puthuvypeen and as directed by CoPA. The bidder will not be given any choice of the place.

(xvi) The quantity of dredged sand in each vehicle load shall be based on volume measurement of the vehicle, which shall be recorded jointly by CoPA s representative and representative of the successful bidder at the loading point.

(xvii) Immediately after each vehicle measurement, quantity shall be recorded in the register maintained in the format approved by the Engineer-in-Charge and each entry in the register shall be attested by CoPA and the successful bidder.

(xviii) Successful bidder shall maintain the service road motorable leading to loading point.

(xix) CoPA will not be responsible for any loss or pilferage during the transit.

(xx) All statutory permissions/procedures, if any, required for taking out the dredged sand from the place where it is stacked (which is an SEZ area) shall be complied by the successful bidder.

(xxi) Any extra payment which may be found applicable in future, as per statute, (like duties, taxes etc.) shall be borne by the successful bidder.

(xxii) In case any dispute arises between CoPA and bidder/bidders, the parties shall strive to resolve the dispute through mutual consultation, failing which, the dispute shall be resolved through Arbitration, by appointing a mutually agreed Sole Arbitrator. The place of Arbitration shall be Ernakulam.

(xxiii) In the event of any dispute or difference between the parties which could not be resolved amicably be mutual consultations/Arbitration, then the Chairman of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Trust to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both parties, shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers.

(xxiv) The lifting will not be generally allowed on Weekly holidays and closed holidays observed by CoPA and on specific request, CoPA may allow lifting of dredged sand beyond working hours (8.30 am to 4.30 pm) of a working day and Sunday and Holidays.

(xxv) The materials have to be lifted on "As is where is basis" at Buyer's own cost. No processing before lifting from CoPA premises will be permitted.

(xxvi) The use of any equipment in CoPA's premises should only be done with prior permission of the CoPA.

(xxvii) If any damage or loss is caused to the men, materials or property of CoPA or even if any claim arises against CoPA by reasons of any act or commission or negligence on the part of the Buyer or on the part of their agents, representatives, employees or from any third party, CoPA shall be entitled to be indemnified by the Buyer.

(xxviii) The Buyer(s) will have to fulfill the relevant provisions of all Safety and Security Rules and shall have to be governed by the any statutory Act / Law / Rule prevailing from time to time in respect of themselves and their representatives, workmen and Equipments. The Buyer(s) shall provide safety equipments and appliances to their workmen at their own cost.

(xxix) The Buyer(s) shall be fully responsible for the acts of their representatives / workers and shall fully indemnify CoPA for losses or damages if any sustained by CoPA. CoPA will not be responsible for any claim from labour employed by the Buyer(s). The Buyer(s) shall wholly and fully be responsible for such claims for compensation either for accident or injury / death or damage caused to their employees / transport or to any of the CoPA's employees or to others or to the CoPA's property during the operation of the Buyer(s).

(xxx) Successful Bidders shall forward their Bank Account Details and Cancelled Cheque to CoPA, to enable refund of Pre-Bid EMD/Security Deposit.

[CLICK HERE FOR OTHER CONDITIONS](#)

Auction Creation Completed

Catalogue Verified