

FOR & ON BEHALF OF



**CENTRAL WAREHOUSING CORPORATION
(A GOVT. OF INDIA UNDERTAKING)**

Regional Office: -Ahmedabad – 380007.

e-AUCTION

(ON 18/12/2024 from 11:00 Hrs to 16:00 Hrs)

**ON A PORTAL OF
MSTC LIMITED**

<https://www.mstcecommerce.com>

INFORMATION AND INSTRUCTIONS TO BIDDER

Central Warehousing Corporation proposes to sell LSCs/TBBs goods lying at various CFS/ICDs/PBWs (As per Appendix –I) on “As is where is basis and on no complaint basis” through Online Auction subject to terms and conditions annexed here to and as per schedule of program given below:

Schedule of Programme

S/No	Particulars	Information/Instructions	
1	Online auction Portal: availability of auction catalogue for e- auction/ offer documents on CWC Website.	www.cewacor.nic.in FROM 04/12/2024 TO 17/12/2024 https://www.mstcecommerce.com FROM 04/12/2024 TO 17/12/2024	
2	Cost of Auction catalogue	----N/A-----	
3	EMD Details	Pre-bid EMD shall be paid by the bidder online through PAY PRE-BID EMD link available in the bidder login. The Pre-bid EMD should be paid at least one day prior to the auction.	
4	Date & Time of online auction	18/12/2024 (11:00 hrs to 16:00 hrs)	
5	Venue of Inspection	Concerned CFS/ICD/CWs (See. Appendix-I)	
6	Inspection of Auction item(s)	FROM 06/12/2024 TO 17/12/2024 (Except Sundays & Holidays) Time: 11.00. <u>A.M</u> to 5.00 <u>P.M.</u>	
7	Payment of Registration and e-auction processing fee	MSTC Limited, Vadodara, to be contacted in the matter. For details contact: <u>Mr. Marut Saha, Manager.</u> : 0265-2960354/2960379/2960385/-extn.: -204. e-mail: marutsaha@mstcindia.co.in Mail: mstcvda@mstcindia.co.in	
8	Contact details:		
A	Auctioneer: MSTC Ltd., Vadodara : <u>Sh. Marut Saha, Manager</u> 0265-2960354/2960379/2960385/-extn.: -204. Mail: marutsaha@mstcindia.co.in / mstcvda@mstcindia.co.in		
B-(i)	Seller-Central Warehousing Corporation(Unit-wise Contacts)		
S/No	Name of Center	Name of Contact Person and address	Phone/Mobile
1	CFS Mundra	Shri Vivek D. Raut, Manager (CFS)	M: 8446579114/9421654393
2	ICD Valvada	Smt. Ushaben Patel , Manager(ICD)	M: 9033655521
3	CFS KPT	Sh. Ishan.U. Kathale , Manager(CFS)	M: 7276568847
B-(ii)	Seller-Central warehousing Corporation, Regional Office, Ahmedabad		
	Sh. Dheeraj Kumar Sharma, AGM(G)- Mobile-9518666663 Ph.: 079-26580451, E-mail: rmahd@cewacor.nic.in / projectdivision.ahd@cewacor.nic.in		

**PROCEDURE UNDER E-AUCTIONING
INSTRUCTIONS TO APPLICANTS**

1. DEFINITIONS

M/s MSTC Limited: Service Provider for e-auctioning portal on behalf of Central Warehousing Corporation (“CWC”) introduced for the process of e-auctioning/E-tendering which can be accessed on <https://www.mstcecommerce.com>.

Words in capital and not defined in this document shall have the same meaning as in the Auction document.

2. Registration of user and ACCESSING OF BID DOCUMENTS:

- i. It is mandatory for all the Applicants to have digital signature certificate (in the name of person who will sign the Application Form) from any of the licensed certifying agency (“CA”) *Applicants can see the list of licensed CAs from the link www.cca.gov.in to participate in e-auctioning Process.
- ii. To participate in the auction, it is mandatory for the bidders to get registered with e-auctioning portal <https://mstcecommerce.com> by making registration charges. The intended bidder may contact Mr. Marut Saha, Manager:0265-2960354/2960379/2960385/-extn.:204. e-mail: marutsaha@mstcindia.co.in, mstcvda@mstcindia.co.in, for registration process.
- iii. Documents can be viewed/downloaded, free of cost, till last date and time of purchasing documents from <https://mstcecommerce.com> & CWC website- www.cewacore.nic.in. The amendments/clarifications to the Auction, if any, will be posted on both websites.
- iv. If the Applicant has already registered with the Service Provider and validity of registration has not expired, then such Applicant does not require fresh registration.

3. SUBMISSION OF ACCEPTANCE FORM AND CMD/PBD:

- a. Detailed Auction Documents may be downloaded from e-Auction URL and the Scanned Copy of Bidder Acceptance Form (Annexure-II) & CMD/PBD may be submitted online before last date and time for submission. A Vendor manual containing the detailed guidelines for e-auctioning system is also available on Auction portal.
- b. It may be noted that the scanned copies can be prepared in file format i.e. PDF and/or JPEG only. The Applicants can upload a single file of size of 5 MB only but can upload multiple files.

4. ADDENDUM TO THE AUCTION:

Any Addendum to the Auction shall be uploaded only on the e-auction portal & CWC website.

Online bidding process : Once the bidder submitted acceptance and EMD form upon registration , the bidder to follows vendor manual for bidding instruction which is available at e-auction portal.

5. NOTE:-

- i. Unless Caution Money Deposit /Pre-Bid Deposit (CMD/PBD) paid in advance to MSTC through pay-pre-bid EMD link on bidders login, No one can enter the Auction process at e-Auction Portal. The bidder shall comply instruction/information as stated at S/No. 3 and 4(Schedule of Programme) of page-2 .
- ii. Complete offer document/auction catalogue will be available on <https://mstcecommerce.com> and CWC website www.cewacor.nic.in .Corrigendum, if any, shall only be available on above websites.

DISCLAIMER: Bidder must read all the instructions in the Auction document and submit the same accordingly

ANNEXURE-I

TERMS & CONDITIONS OF SALE/AUCTION**I. GENERAL TERMS & CONDITIONS**

The auctioneer shall incorporate below mentioned conditions in auction catalogue:

1. DEFINITIONS

SELLER – Seller referred in these conditions of sale, is the Custodian, Central Warehousing Corporation, Regional Office, Ahmedabad (hereinafter referred to as CWC)

AUCTIONEER – M/s MSTC Limited, an agency appointed as a Service Provider/ Auctioneer to facilitate auction on e-auction/ Internet on behalf of the Custodian (CWC) on their website <https://mstcecommerce.com>. They are expected to facilitate organizing and conducting an auction and are considered as third party not particularly interested in the item being sold for and on behalf of the Central Warehousing Corporation

BIDDER – Any person representing as an individual OR as proprietor OR as a partner OR as an authorised representative of any company and who is Registering himself on the website <https://mstcecommerce.com> and paying the stipulated amount of Earnest Money/Caution Money to decide/ set their bidding Limits is considered as a Registered Bidder. One individual can represent as a bidder on his own behalf and on behalf of other persons/ companies provided he registers himself in those capacities separately i.e. for each representation he should pay separate stipulated caution money and set the Bidding Limits. But he can't register separately for himself & company at the same time.

2. PARTICIPATION

- (i) Only REGISTERED Bidders shall be allowed to participate in the on-line auctions. To become REGISTERED Bidder one needs to register with the auctioneer website <https://mstcecommerce.com> either on-line at office of auctioneer. The MSTC (Auction Service provider) will activate Identity and Passwords of the Registered Bidders in the Online Auction method of Bidding ONLY after receipt of Payment of prescribed CMD/PBD.
- (ii) All the Bidders need to register with GST and copy of certificate referring GST Registration Number and any other document as per requirement of Auctioneer needs to be submitted with AUCTIONEER for updating Bidder's Registration details. AUCTIONEER/Seller will not be liable to issue any Sale Order/Delivery Order/Invoice etc. wherever GST Registration Number is not submitted.
- (iii) The sale is done through e-Tender cum e-Auction method. In case of e-Tender interested buyer can submit their bid through e-Tender only once, whereas during e-auction, bidding can be done multiple times. Buyers/ Bidders may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender. ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/ BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON WEBSITE www.mstcindia.co.in (AUCTIONEER).
- (iv) **Time Extension:** If any market-leading bid (bid higher than the highest at the point in time) is received within the last 8 minutes ("Time Extension" as mentioned in the Bidding Room will be in force & 8 Minutes is an example) of closing time, the time will be extended automatically by 8 minutes.
- (v) **Auto Bid:**
 - a. Auto Bid facility is provided for bidders intending to place a maximum value for a lot/lots.
 - b. Auto bid is not a confirmed bid. It is only the maximum ceiling amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is outbidder, upto the ceiling set by him.

- c. Once auto bid is set, the auction engine will consider the ceiling amount for the next possible Bid only, depending on the highest bid prevailing at that point of time and the incremental amount prescribed for that particular lot.
- (vi)
 - a. Bidder shall bid “LOT-WISE” only. Acceptance/rejection of highest bid will also be Lot-wise. During the process, every lot will be treated as separate line.
 - b. The rates will be exclusive of any Tax i.e. basic rates.
 - c. Lot-wise start price will be as per **Appendix - I**.
 - d. The process will be as Standard auction. The bidder shall be able to see their own bid and highest bid only, without any information/identity of other bidders.
- 3. All bids received will be the net purchase amount against subject lot and all taxes or other levies charged, VAT/GST or local taxes/laws as applicable on the date of delivery (except Customs Duty) shall be payable by the bidder. These taxes are required to be paid before taking delivery by the bidder/tenderer.
- 4. The bidder shall ensure themselves to possess appropriate licenses as required by the concerned Authorities prior to bidding wherever applicable. Non availability of proper license/permit/clearances at the time of bidding has the effect of immediately disqualifying the bidder from participating in the e-auction apart from forfeiture of Pre-Bid EMD and no complaint or grievance regarding such disqualification will be entertained by the Seller/Auctioneer, whether or not such license/ permit/ clearance/etc. is acquired at a later stage or not.

II. SPECIAL TERMS & CONDITIONS:

- a). The purchaser of each lot shall give his name, address, fax number, e-mail, phone / mobile number to the auctioneers. If the purchaser fails to pay the EMD/SD within admissible period, after the lot is knocked down to him, the bid shall forthwith be cancelled, CMD/PBD will be forfeited and the lot will be re-auctioned. No claim of bidder will be entertained in this regard.
- b). No sale shall be invalidated by reason of any defect or faults in any of the lots being in-correctly described and no compensation shall be paid in respect of any such faults or errors of description.
- c). The goods are sold “AS & WHERE THEY LIE” condition. The lot or lots shall be removed in full from the site with all faults and flaws in description or otherwise and no selection or sorting of the material will be allowed. quality, quantity, size, measurement, number and weight stated are approximate. Goods are sold on the assumption that the bidders have inspected the lot prior to the bidding and know what they are bidding for. No complaint shall be entertained after the lot is once knocked down / highest bid accepted.
- d). The goods shall lie at the sole risk and responsibility of the Purchaser in all respects from the time of sale and must be taken away by the Purchaser at his own expenses within stipulated time.
- e). If the goods are not removed within the specified period, the EMD and the other payment made by the Purchaser will be forfeited. Similarly, in case, CWC Administration could not deliver the goods within the specified time due to unanticipated administrative reasons, suitable extension of period shall be granted to the purchaser and he will not be liable to pay ground rent or any other charges, till the expiry of such extended period of date of intimation whichever is earlier.
- f). When CWC’s unserviceable items/scrap goods are sold on basis of lots and the purchaser fails to obtained the delivery of the whole or portion of the goods sold, he shall not be entitled to make any

claim other than for the proportionate refund of the value of the undelivered quantity. He shall not be entitled to claim any damage, loss or profit, interest on compensation or any other account, access quantity, if any, will be paid for in advance before the material is removed.

- g). All bidders/ purchasers shall be deemed to have read and acquainted themselves with these conditions of sale and agree to give their bids subject to these conditions. The bidder shall be deemed to have self satisfied regarding eligibility for a particular lots. No claim from any bidders regarding their eligibility shall be entertained at any later stage and any payment made by the bidder against such lots, shall be liable for forfeiture. The decision of the Regional Manager, CWC,RO, Ahmedabad in this regard, will be final and binding on bidder.
- h). The delivery of the goods either in part or in full would be subject to being withheld, if required, by CWC at any stage before actual delivery, without assigning any reason and delivery will be taken by the bidder/ after permission by the CWC.
- i). CWC shall not be responsible for any loss or liabilities of the bidders if the purchased lots could not be delivered due to circumstances beyond control.
- j). The decision in respect of bids accepted by CWC on “ Confirm/STA”, the decision will be announced within 180 (One hundred Eighty) days of the auction commencement date or further extended time thereafter by CWC which will be informed to the bidder. If the bidder indicates his unwillingness to wait further, beyond 180 days, the sale will be cancelled and CMD/EMD, if any, against a particular lot, will be refunded to the bidder under intimation to Customs. The Confirmation of Sale will be issued after getting Bid approval from Customs/as per CBIC Circular No.49/2018, as the case may be.
- k). Any information regarding acceptance under STC, other information such as notices, extension of time etc. will be communicated to the respective bidders through E-Mail only. Bidder also should be in touch through mail/digital mode with the auctioneer/CWC to have exact information.
- l). For delivery of the lots particularly for those sold on weight basis, the purchasers are requested not to wait for the last date of free period to effect delivery as no extension of time will be allowed for any reason whatsoever for extra payment of price or additional quantities as ascertained at all the time of weighment. The purchaser will be required to make his own arrangement for providing weighment equipments, labour etc if facility is not available at the unit or if facility available at unit the bidder shall pay charges accordingly. Here, the process of weighment of goods sold will be only for self-satisfaction of bidder and as stated at point-7(d), it is again reiterated categorically that goods are sold on “**As and Where They Lie**” and on “**As is Where is**” basis and no claim towards anomalies in weight will be entertained by the seller(CWC)/Customs.
- m). While bidding for the lots, the bidders are advised to take note in their own interest that the bids for such restricted items for example plastic scrap, metal scrap etc. should be quoted if they are so eligible. Bidder should possess required license/certificate/NOC at the time of bidding. They should submit license/certificate as required under Customs Act/Policy, within stipulated time, to the Customs/CWC. Failure to comply, shall lead to cancellation of bid/sale and forfeiture of CMD/PBD amount lying with CWC. Further, to ensure that consignments of bulk drugs are sold only to actual users i.e. manufactures holding valid manufacturing license under Form 25 and 28 with valid permission for the usages of the said bulk drugs in its formulation, the bidder should attach the following documents to their offer forms.

- n). Lots should be inspected by the intending purchaser before making an offer and lots will be sold on “AS IS WHERE IS ” and “NO COMPLAINT ” basis. Neither the Auctioneer nor CWC is responsible for its quantity, quality, size, and measurement etc. of the goods. Goods are sold on the assumption that the bidder has inspected the lots prior to bidding and know what they are buying. Once an offer is accepted purchaser will have to take delivery of the goods notwithstanding all the faults and flaws, if any, in the condition or description etc. of the goods irrespective of whether it was actually inspected or not. No selection or sorting or whatsoever of the goods will be allowed. Quantity, quality, size, measurement etc. are approximate. No sale shall be invalidated by reasons of any defects or faults in any of the lots or on account of the lots being incorrectly described and no compensation shall be paid in respect of any such faults or errors in the description. No inspection of lot, which are sold and subsequently confirmed, shall be permitted under any circumstances unless full purchase price is paid. No compensation shall be entertained after the lot is knocked down. No dispute in respect of size, measurement, number, weight will be entertained.
- o). Resale will not be recognized & delivery orders will be made in the same name of actual bidders only. The original purchaser, whose offer has been accepted, wish to take delivery of the goods through a representative, he must authorize by a letter of authority which shall be presented to the Regional Manager, CWC,Ahmedabad or Authorized representative of Regional Manager, at respective unit. Delivery by proxy will be at the purchaser’s own responsibility and risk and no claim lie against CWC on any account whatsoever if the delivery is taken by the wrong person. No claim or damage or losses of any kind will be entertained on any account whatsoever.
- p) Sale of uncleared & unclaimed goods shall be subject to other conditions as may be specified from time to time as accordance with prevalent rules, regulations applicable to the CWC and Customs.

III. STATUTORY COMPLIANCE

- a). Regarding compliance of the formalities connected with ADC/ PHO/ Custom/PPQ/Any Statutory Authority, provision of Customs guidelines/Circulars will be applicable in this regard and binding to all concerned (Custodian/Bidder etc, as the case may be). However, if the PPQ NOC is applied post-auction, the jurisdictional Customs officer will provide necessary assistance to the Custodian in obtaining the PPQ clearance/NOCs normally within 30 working days. However, Custodian will not be responsible for any further delay in this regard.
- b) GST rates will be applicable as per norms. 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 (AUCTIONEER)/Seller at least one working day prior to the e-auction. No intimation in this regard will be entertained after the e-auction goes on live floor. No complaint, grievance or dispute from any bidder regarding any variation will be entertained by the Seller/Auctioneer.
Any variation in GST or other relevant tax and any fresh statutory levies will be borne by the bidders/buyers. Auction sale shall be treated as local sale only. “C Form” against outstation sale will not be accepted by CWC. 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. 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/any other amount, will be taken against the bidder.
- c). For all the goods sold i.e. Out of Charge given by Customs, subject to mutilation and fumigation and allied Custom/ Assistant Drug Controller / Port Health Officer / Pollution Control Board formalities/ statutory compliance, free period of 30 (Thirty) working days only will be considered for completing all formalities from the date of confirmation of offer. If the concerned authority does not certify/convey

the approval within the time specified, the purchaser will have the option to come forward and withdraw the offer within 15 days i.e. before the expiry of 45 (Forty Five) working days, if bidder does not apply for cancellation of sale, the warehouse rental charges as notified in the CWC Tariff will be recovered from the 31st day following the date of confirmation of offer till the date of delivery. However, for genuine reasons for delay in this regard, provision of Condition no.7-(f) can be considered at the discretion of CWC. The decision of the Regional Manager, CWC,RO,Ahmedabad will be final and binding to bidder in this regard.

No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the CWC premises. The decision of the CWC's Officer or his authorized representative shall be final in this regard. However, if allowed, the Goods shall be mutilated only under Custom's Supervision to avoid misuse of Trade Mark, Name etc. and at the risk & cost of bidder. The bidder shall be liable to make good the losses to the CWC premises and any other harms/injury to the personnel(s) in this regard.

- d). In case of Drugs etc. such as Citric Acid, Potassium Permanganate, Phenyl etc. which may be found fit for medical or non-medical use as advised by the Asst. Drug Controller from time to time, offers will be entertained from the actual users only and while giving the offers at the time of Auction, they should fulfill condition No.8(Special Terms & Conditions) and otherwise their CMD/PBD/EMD stand forfeited. However, in case where Asst. Drug Controller has already certified the drug for non-medical use only, the actual user condition is not applicable. The delivery of such lots, which are certified for non-medial use, will be given after making as "NON-MEDICAL USE" on the packing in presence of Asst. Drug Controller. In such cases, it is the responsibility of the bidder to bring ADC.
- e). Purchasers offering for Cotton Yarn will be required to submit Certificates from the Textile Commissioner or any other Competent Authority to the effect that they are the actual users. Failures to produce the certificate will result in cancellation of the sale and forfeit the EMD. Since other yarn consignments are under OGL actual users condition will not be insisted upon the purchaser.
- f). Sale of Hazardous Waste items, namely Old and Used Rubber Tyres/Scrap Cut & Baled Tyres/ E-Wastes etc. will be governed by the Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments.

IV. TERMS & CONDITIONS OF PAYMENT: *All payment till issuance of DO, will be collected by MSTC.*

- a) The bidder who wants to participate in online Auction shall pay Lot-wise Caution Money Deposit /Pre-Bid Deposit (CMD/PBD) as fixed by the Regional Manager, CWC, RO, Ahmedabad and as shown at APPENDIX-I to the MSTC as per MSTC process. No bidder shall be allowed by MSTC without registration and payment of CMD/PBD. THE PRE-BID EMD OF H-1 BIDDER SHALL BE RETAINED WITH MSTC, TILL THE SUCCESSFUL H-1 BIDDER DEPOSIT THE POST-BID EMD, FAILING WHICH THE PRE-BIDEMD AMOUNT OF H-1 BIDDER SHALL BE FORFEITED.
- b) All the bids above/equal/ below 5% of Reserve Price (RP) shall be accepted by MSTC and "SALE INTIMATION LETTER" letter will be issued to Successful bidder, but considering involvement of Customs/Other Statutory agencies, all bids will be on "Subject To Approval (STA)" basis and bidder will have to pay 25% of purchase price as EMD with MSTC within 3 (Three) working days from the date of intimation from MSTC, so as to issue Sale/Acceptance Order by MSTC. In case no EMD/SD is received within 3(three working) days as provided under MSTC guidelines, AL/SO would not be issued and MSTC shall have right to forfeit their CMD/PBD as stated above apart from cancellation of their bid.
- [i] After Customs approval, the bidder whose bid has been accepted in MSTC Auction portal , have to pay Balance bid value and applicable Taxes etc with MSTC within 7 (seven) working days from the date of

intimation/ Confirmation from MSTC, so as to issue Delivery Order by MSTC, failing which their CMD/PBD/Any other amount shall be forfeited. Extension if any, will be allowed by MSTC as per MSTC guidelines. Copy of said DO alongwith Bidder-ID will also be provided by MSTC to CWC.

[ii] The bidder has option to make full legitimate bid Payment & taxes etc within 10 days counted as above/period as provided under MSTC guidelines, failing which MSTC/CWC shall not accept the payment with or without penalty and such amount received after 10 days shall be refunded to the buyer. The buyers Login shall remain deactivated for minimum period of 6 months and reactivation procedure shall be as per GTC / BSTC. In case of lots with Pre-Bid EMD, the Pre-Bid EMD shall be forwarded to the seller for forfeiture.

c) **LATE PAYMENT PENALTY (ONLY FOR LOTS WHERE SALE ORDER HAS BEEN ISSUED BY MSTC):** If the payment is not made within the free payment period mentioned in the Acceptance Letter/Sale Order, the payment may be accepted upto a period of 2 (two) weeks from the due date of payment, on payment of late payment penalty @ 1% (plus GST@18%) per week on the total sale value. Acceptance of payment beyond the late payment period of two weeks shall be at the sole discretion of Seller. After receipt of Sale proceeds amount and all legitimate charges, MSTC shall issue Delivery Order in favour of Bidder with a copy to seller(CWC).

d) The “Bill of Entry for uncleared goods” shall be filed with Customs by Custodian (CWC) for assessment of Customs Duty and after getting the approved/ Processed Bill of Entry in the name of the successful bidders from the Customs Department, applicable Customs duty will be paid by CWC to Customs. Any delay in making payment by bidder to MSTC(as stated above), beyond stipulated time may attract penalty, Interest on Customs duty, which will be borne, solely by bidder. Extension, if any, in this regard, may be considered by MSTC on the recommendation of the RM,CWC,Ahmedabad only.

e) *Once, the Delivery Order is issued by the MSTC & “Out of Charge” has been given by Customs (whichever is later) or the subject goods are already Duty paid/Customs Cleared, any extension for taking delivery of goods (beyond admissible free period of seven days in all three said cases) , will be considered by the RM,CWC,Ahmedabad, on the written request of the successful bidder, for genuine reasons only, with the condition of levy of penalty @ 0,5% of bid value for first seven days and 1% of bid value for 2nd segment of seven days, apart from CWC storage/GR as per tariff in-force. The decision of RM,CWC,Ahmedabad will be final & binding to the bidder. The Bank details for payment of EMD/Balance bid amount through online/RTG payment are as under:*

S/No	Particulars	Bank details
1	Beneficiary’s name	Central Warehousing Corporation
2	Nature of A/Cs	Central Warehousing Corporation, Regional Manager’s Operational Account
3	Beneficiary Bank A/C No.	50100433945960
4	Name of bank and Address	HDFC Bank, Hauz Khas, New Delhi.
5	IFSC Code	HDFC0000467
6	PAN	AAA CC 1206D

f) The buyers have to make payment by RTGS/NEFT from their own account only. No third party payment shall be accepted.

(i). Considering the involvement of Customs/any other statutory authorities, the highest bid for each lot shall be subject to the confirmation by seller (CWC) hereinafter mentioned as STC.

(ii). The goods will be sold on lot basis and the delivery will be given as lot only. Goods may be sold in one or more lots as found suitable and convenient and / or advantageous in the interest of the CWC.

(iii). Any lot or part thereof may be withdrawn from sale at any time before it is actually sold / delivered without assigning any reason for such withdrawal.

V. TERMS & CONDITIONS FOR DELIVERY OF THE GOODS SOLD:

- (a) The successful bidder shall produce the copy of Auctioneer(MSTC) issued Identity proof and Delivery Order for proper identification of bidder at the time of taking delivery of the material. Original ID holder may nominate his representative through proper authorization to take delivery on his behalf. The material can only be removed from CFS/ICD premises, after payment of legitimate Cargo/Container Handling/ Delivery dues as per tariff in-force and on production of a Gate Pass duly signed by Authorized official of the respective CFS/ICD. The buyer can be allowed to make his own arrangement for loading & transport, at their cost, if CFS/ICD is not in position to undertake the same, however, buyer will not be entitled to any claim in this regard.
- (b) The successful bidders shall lift the specified material lying in the lot allotted to them within 07 (seven) Days from the date of Delivery Order issued by Auctioneer (MSTC) (including date of issuance of DO) or within 07 (seven) Days from the date of "Out of Charge by Customs", whichever is later. On the basis of Delivery Order, gate pass will be issued by concerned CFS/ICD for the particular lot.
- (c) The Delivery of the goods will be given on Working days during 10:00 hrs to 17:00 hrs only or as decided by the Manager (CFS/ICD/Warehouse) of respective CFS/ICDs/Warehouses.
- (d) The goods are sold on "**As and Where They Lie**" and on "**As is Where is**" basis. The whole of the Lot/Lots shall be taken from the site of accumulation with all faults and errors in description. Otherwise the quantities, qualities, size or sizes, measurement, numbers and weights as stated in the event floor and or in any delivery documents are only approximate and no guarantee or guarantees shall be implied. The goods are sold on the specific assumption that whether the bidders have inspected the lots or not the principle of **Caveat-emptor** will apply. No complaint will be entertained after sale.
- (e) If the buyer take delivery of sold goods(cargo/container) at his own(Subject to NOC of Custodian):
- i] The buyer will be held responsible for such acts of irregularities/mis-conduct of his own or committed by his authorised representative or persons engaged by them for executing the sale order and taking/undertaking delivery of goods including any damage to property of CWC at respective CFS/ICD premises. Any irregularities/mis-conduct may lead to forfeiture of earnest money/security deposit, portion or whole money of material value as the case may be in addition to cancellation of sale and or stoppage of further business and/or appropriate legal action as may be deemed fit at the sole and absolute discretion of CWC/MSTC.
- ii] The buyer shall be responsible for any damage that may be caused to the premises, equipment, machinery and/or any other installations of the plant/establishment of the CWC, in taking away or removing the lot or lots purchased by him. The CWC may at their own option arrange themselves to make good such damages and the buyer shall have to bear the cost thereof on demand. The CWC fully reserves the right to recover the cost of such damages from any sum due to the buyer. If bidder did not make good such damages/Losses, CWC shall have option to withhold the delivery, in this regard.
- iii] So long the workers, employees, agent or any representative of the buyer are required to work within the premises of the Principal/owner of the material, the relevant Labour Laws & Rules, Factory Acts and Rules and any other statutory provision will be equally applicable as in the case of workers and employees of the Principal. It will be in their own interest to know this provision before starting the job. It shall be responsibility of the buyer to see that the statutory provisions are complied with and they will be only and solely responsible in any manner for their employees, workers, agents, representatives employed for the job.
- (f) If the bidders fail to take delivery of the cargo within the stipulated time, as stated above(7-b), the Corporation, i.e. CWC may at its discretion extend the delivery period on request of the successful

bidder after the expiry of free period of Seven (7) days, on payment of the penalty, if any, as mentioned at Sl. No. 5-vi and Storage Charge/ Ground Rent by the purchasers as per tariff fixed in this regard.

- (g) If the purchaser fails to take the delivery of the goods within the maximum period permitted by CWC on payment of rental warehousing charges as detailed above, the CMD/PBD/EMD or any amount lying with the CWC against said lot(s) will be automatically forfeited and the Cargo will be re-listed for the sale without any further notice.
- (h) All the goods sold at the Auction sale shall lie at the sole risk of the purchaser until the goods are removed by successful bidder.

VI. MISC. TERMS & CONDITIONS:

- a). The Regional Manager, CWC, Ahmedabad reserves the right to withdraw any lot or part thereof including those sold on subject to confirmation even though only confirmation of ADC / PHO/PPQ or Fumigation will be pending at any time without assigning any reasons.
- b). The Regional Manager, Ahmedabad, shall have exclusive right to amend/ add/ delete any conditions to ensure compliance of Customs/CWC guidelines. Similarly, CWC and / or Customs reserve the right of acceptance or rejection of the offer in part or full without assigning any reasons to the bidder/tenderer at any stage. In addition, special condition, if any, will be announced/upload by the auctioneer (on behalf of CWC/Customs) at each auction sale & shall be bound for acceptance to bidders.
- c). CWC and / or Customs reserve the right of acceptance or rejection of the offer in part or full without assigning any reasons to the bidder/tenderer at any stage.
- d). In case the importer of goods under auction presents “out of charge” BOE from Customs and clears CWC dues before goods are physically lifted by the bidder from the CFS, the importer shall be given preference in delivery.
- e). CWC/Auctioneer will not be held responsible for any failure of power, network, server, [hosting server], internet connectivity, ISP or otherwise at Bidder’s end or at CWC/auctioneer directly or indirectly affecting online method of Bidding.
- f). The online bidders are advised to exercise caution while bidding for the lots and satisfy themselves that the bids placed are for the correct lot before submission of the online bids. Subsequent claims by the bidders that they had placed wrong bids for any reason would not be entertained and the full EMD amount will be forfeited without any further reference.
- g). Bidder must take note that terms & condition mentioned in auction catalogue shall be applicable in toto in respect of lots, included in auction. Failure to comply, shall lead to action, as per Terms & condition of Auction catalogue.
- h). Customs at the time of issuing Out of Charge may ask any additional document/license pertaining to auctioned cargo and bidder has to comply for the same otherwise the bid shall be deemed as cancelled.
- i). GST % as stated in catalogue is indicative. Final GST % will be as per DO issued by MSTC/CWC.

REGIONAL MANAGER

STATEMENT OF LSCs INCLUDED IN AUCTION DATED 18/12/2024 (on MSTC Portal)

Lot No.	BOE/ OBL/ CONTR.,	Cargo Description	Units / Qty. Weight (MT)-STW	Landing Date/ Year	GST rates %	Req. of License	Pre-Bid Amount (Rs.)	Bid Incremental value
I LOCATION- CFS MUNDRA								
1	COSU6337817810 Date 31/07/22(2 FEU)	Pcs with Pcs Wood Teak Rounq Logs Tectona gradis	One Lot (52.217 MT)	26/09/22	18%	PPQ NOC	62500/-	1000/-
2	COSU6357005220 Date-23/05/23(1 FEU)	Plastic Lumps	One Lot (17.58 MT)	10/07/23	18%	-----	43750/-	1000/-
3	COSU6360580650 Date 17/07/23 (5 FEU)	Heavy Melting Scrap	One Lot (112.817 MT)	28/08/23	18%	SIMS, PCB PSIC,	150000/-	1000/-
4	HLCUBSC2212AYXA 2 Date-27/12/22(4FEU)	Pet Re grind	One Lot (66.12 MT)	01/02/23	18%	-----	65000/-	1000/-
II LOCATION: ICD VALVADA								
5	BOE 6910246/ 17.02.20	Waste/Pairing/ Scraps of Acrylic	One lot (Loose) (26.17 MT)	Feb.- 2020	18%	User License by DGFT	55000/-	1000/-
III LOCATION- CFS KANDLA PORT								
6	BOE: 4101519 dated 18/07/11 (1X20')	Fuel Oil (80 D/s)	One lot 20.00 MT	Aug.- 2011	18%	GPCB	500/-	100/-

REGIONAL MANAGER