

Auction Details		
Auction No	MSTC/VAD/Central Warehousing Corporation/5/Ahmedabad/18-19/16300[186912]	
Opening Date & Time	17-10-2018::12:00:00	
Closing Date & Time	Scheduled Time <u>17-10-2018::17:30:00</u>	Closed At 17-10-2018::17:30:00
Inspection From Date	09-10-2018	
Inspection Closing Date	16-10-2018	
EMD Type	Item Wise EMD	

Seller Details	
Seller /Company Name	Central Warehousing Corporation
Location	Ahmedabad
Street	Opp. Unnati Vidhyalay, Near Mahalaxmi Char Rasta, Paldi
City	Ahmedabad-380007
Country	INDIA
Telephone	07926581989
Fax	07926580236
Email	rmahd@cewacor.nic.in
Contact Person	Vikas Singh

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION	EMD Amount
Lot No. :01 Lot Name :Godown No. 1 - COVERED space lease on Lump-sum basis	COVERED space available at Godown No - 1 on As-is-where-is Basis Bid to be placed on lump-sum rent offered per Annum. Qty : 18535 Sq. Mtr. The applicable GST or any other Taxes levied by Central and State Government, local Bodies will be borne by party over and above the quoted value.	1.0 PLOT	As Applicable /18.0%	CWC - Central WareHouse Mundra, Situated Within APSEZL State :Gujarat	941000.00
Lot No. :02 Lot Name :Godown No. 2 - COVERED space lease on Lump-sum basis	COVERED space available at Godown No - 2 on As-is-where-is Basis Bid to be placed on lump-sum rent offered per Annum. Qty : 18535 Sq. Mtr. The applicable GST or any other Taxes levied by Central and State Government, local Bodies will be borne by party over and above the quoted value.	1.0 PLOT	As Applicable /18.0%	CWC - Central WareHouse Mundra, Situated Within APSEZL State :Gujarat	941000.00
Lot No. :03 Lot Name :Utilization of entire OPEN space available on Lump-sum basis	OPEN space available on As-is-where-is Basis Bid to be placed on lump-sum rent offered per Annum. Qty : 40000 Sq. Mtr. The applicable GST or any other Taxes levied by Central and	1.0 PLOT	As Applicable /18.0%	CWC - Central WareHouse Mundra, Situated Within APSEZL State	1219000.00

<b>State Government, local Bodies will be borne by party over and above the quoted value.</b>				:Gujarat
---	--	--	--	----------

Total No of Lots = 3

## SPECIAL TERMS & CONDITION

# [CLICK HERE FOR SELLER'S TERMS AND CONDITIONS](#)

DD/PO DRAWN ON CO-OPERATIVE BANKS SHALL NOT BE ACCEPTED. NO ARRANGEMENT INSTRUMENT WHERE MORE THAN ONE BANK IS INVOLVED WILL BE ACCEPTED.

### GST Clause

The Goods & Service Tax (GST) is implemented with effect from 01st July 2017 in India. Accordingly, VAT / Leases 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 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 Bidder Registration details. MSTC / CWC will not be able to issue any Invoice, etc. wherever GST Registration Number is not updated. Further the existing VAT / Tax Rate shall be replaced by GST Rate and differential tax, if any, will be paid by or refunded to Bidders.

In the same way, all Principals need to submit copy of certificate referring GST Registration Number with the respective office of MSTC Ltd. (from where Auction is conducted) for updating their Registration details. It will not be possible to conduct any Auction or issue any Invoice, etc. wherever GST Registration Number is not updated. Further the Service Tax Rate on Service Charge Bill, shall be replaced by GST Rate and differential tax, if any, will be required to be paid by Principals.

"The Bidders have to make payment by RTGS/NEFT from their own account only. No third-party payment shall be accepted."

### CONTACT PERSON:

PRINCIPAL:- Central Warehousing Corporation, Regional Office, Mr. Vikas Singh / Mr. K. M. Rathod, Sr. Asstt. Manager (G) (M) 7020186627, Ph. No. 079-26580451, Fax : 079-26580236, e-Mail : rmahd@cewacor.nic.in.

MSTC Ltd., Vadodara :- Mr. Sumit Chakraborty, Manager. : 0265- 2310606/2330726/2339672/-extn. 204). e-mail: sumitc@mstcindia.co.in

Bank details of CWC, Regional Office, Ahmedabad :

- i. Beneficiary's Name : Regional Manager, Central Warehousing Corporation
- ii. Nature of A/Cs : Central Warehousing Corporation, Regional Manager's Operational Account
- iii. Beneficiary Bank A/c no. : 3753002100213948
- iv. Name of Bank and Address : Punjab National Bank, V.S. Main Road, Paldi, Ahmedabad
- v. IFS Code : PUNB0375300

### [CLICK HERE FOR SPECIFIC TERMS & CONDITION](#)

### MSTC Terms & Conditions:

NOTE FOR E-PAYMENT : HELPDESK No. 033-22901004. The system of acceptance of e-Payment made by Bidder to MSTC Vadodara shall henceforth be completely system based and automatic. As such Bidders are requested to generate separate e-Payment challans for each transaction using the "e-Payment" link provided in their Bidder login and make payment only by NEFT/RTGS using particular challan details. In case of any mismatch in payment transaction and challan generated the Bidder's payment may not be accepted/authorized by the system. Any delay/penalty imposed due to non-acceptance of e-Payment made by the Bidder using old/used/wrong challan, shall solely be the liability of the Bidder and MSTC/CWC shall not be responsible for the same. Please refer e-Payment Guide for proper procedure of making payment.

### NEW METHOD OF PRE BID PAYMENT

#### PRE BID REQUIREMENT :

(1) For Participation in this auction the prospective bidders must submit Pre Bid EMD amount given above with MSTC using the "PAY PRE-BID EMD" Link inside their MSTC Login Home Page only

#### PRE BID EMD PAYMENT PROCEDURE :

Click on "PAY PRE-BID EMD" Link given inside your MSTC ecommerce Scrap e-Auction Login Home Page.

Enter the required PRE-BID amount as mentioned in auction catalog against Lots / auction.

Click on Proceed to Payment

Fill the bank details of Saving/Current/OD account which is in Company's Name.

Print Challan and transfer the amount.

Pre-Bid EMD must be paid by the bidder (NEFT/RTGS) using the "PAY PRE-BID EMD" link only. DO NOT PAY PRE-BID EMD BY "E-PAYMENT" LINK OR DD/PO.

Refund to Bidder as per their online request will also be processed from MSTC, Head Office, Kolkata on the next working day using the "EMD REFUND REQUEST" link which shall be active only between 6:00 a.m. to 12:05 p.m. one day after close of e-Auction.

This amount can be used as Pre-Bid EMD only & can not be used for any other purpose.

Pre Bid EMD paid through any other method shall subsequently be refunded without activating the bidder and the bidder shall not be able to participate in e-Auction.

THE PRE-BID EMD OF H-1 BIDDER SHALL BE RETAINED WITH MSTC LTD. TILL THE SUCCESSFUL H-1 BIDDER DEPOSIT THE POST-BID EMD, FAILING WHICH THE PRE-BID EMD AMOUNT OF H-1 BIDDER SHALL BE FORFEITED.

(1) Global Pre Bid EMD to be taken itemwise and to be retained with MSTC and forwarded to CWC on receipt of SC payment from CWC.

(2) PB EMD/SD shall be retained with CWC and returned to the successful bidder on completion of lease.

(3) All payments except Pre Bid EMD to be paid directly by Bidder to CWC.

(4) MSTC shall only issue Payment Instruction Letter to the Successful Bidder.

IMPORTANT NOTE:

A) RTGS/NEFT Payment Link available in Bidder's Login - The parties opting for this mode may please note that the transactions made through this mode will be reflected in MSTC's account in T+1 days (Transaction + 1). Hence, they should make the payment well in advance so that it gets reflected in MSTC's account in time.

Click here for e-Payment Guide: <http://mstcecommerce.com/auctionhome/RenderFileGeneralAuctions.jsp?file=BidderManualforePayment.pdf>

B) The Description, Dimension, Plot List and Special Terms and conditions (STC) displayed under "View Forthcoming Auctions" on MSTC's e-Auction Website or being displayed in MSTC's Corporate Website ([www.mstcindia.co.in](http://www.mstcindia.co.in)) are tentative and subject to last moment changes at MSTC's / Principal's sole discretion till the start of e-Auction. Only the Auction List and Special Terms and Conditions displayed on the Auction Floor under "View Live Auctions" (and not under "View Forthcoming Auctions") on start of e-Auction will be final and will form the basis for all Lease/rental contracts against this e-Auction and no representation / complaint in this regard will be entertained by MSTC / Principal from the Bidders. For Bidders guidelines visit [www.mstcecommerce.com](http://www.mstcecommerce.com) and click help.

C) THIS E-AUCTION Lease IS GOVERNED BY THE GENERAL TERMS & CONDITIONS (GTC), Bidder SPECIFIC TERMS & CONDITIONS (BSTC) AND SPECIAL TERMS & CONDITIONS (STC) OF THE E-AUCTION. IN CASE OF ANY CONFLICT OR DIFFERENCES AMONG ANY PROVISIONS OF GTC, BSTC & STC, THE PROVISIONS OF STC WILL SUPERCEDE OTHERS IN THE PARTICULAR E-AUCTION.

[CLICK FOR GTC](#) [CLICK FOR BSTC](#)

D) E-AUCTION RESULT/ INTIMATION: (6.1) All sales will be subject to Reserve Price (RP) fixed by the PRINCIPAL. The PRINCIPAL also has the option to fix a lower limit of the RP for an individual Lot. After closing of e-Auction, in case the Highest Bid is equal to or more than the RP, the respective Lot will be deemed to be CONFIRMED, whereas if the Highest Bid is less than the RP but equal to or more than the lower limit of the RP, then such Highest Bid will be deemed to be SUBJECT TO APPROVAL (STA) for which final approval or otherwise will be confirmed by CWC before receipt of the prescribed Post-Bid EMD/SD. (6.2) It will be the Bidder's responsibility to personally see the result of e-Auction by seeing and downloading the Auction Lot Status from the Website immediately after Closing of e-Auction which will be displayed upto 7 (Seven) days from the date of Closing of e-Auction (excluding the date of closing of e-Auction). The Auction Lot Status will show whether any Lot has been won by the Bidder on Confirmed or STA Basis. The successful Highest Bidder for Confirmed as well as STA Lots shall have to pay the prescribed EMD/Security Deposit within 7 days counted from the date of Closing of e-Auction (excluding the date of closing) in case of Confirmed Lot and within 7 days from the date of Acceptance in case of STA Lot. Although immediately after closing of e-Auction, a system generated automatic Intimation Letter will be issued by e-mail to the Highest Bidder advising him to deposit the prescribed Post-Bid EMD/SD within the stipulated time, it must be noted by the Bidders that such Intimation Letter will be issued by MSTC only for the purpose of record and payment of Post-Bid EMD/SD will have to be made within the stipulated time counted as described above irrespective of the date of issue of the Sale Intimation Letter by email. Bidders must, therefore keep a watch on their incoming e-mail. Normally no hard copy of the Intimation Letter (on Confirmed or STA basis) will be issued by MSTC.

E) IMPORTANT TERMS: Payment Of Post-Bid EMD/SD : Within 7 (Seven) days from the date of closing of e-Auction by the highest Bidder whose bid is accepted and within 7 days from the date of acceptance of the Lot(s) by the seller in case of Lot(s) under STA (Subject To Approval), Non-payment will result in automatic deactivation of Bidder's Password. Email Address of Bidders must always be kept valid, failing which Bidders will be liable for non-compliance of payment or any other instruction issued by MSTC to them by

email.

F) The description indicated in Plot list are approximate estimate and the same may vary. Subject to the reserve price, if any, fixed by the owner and on the terms and conditions hereunder Lease shall be made on "As is where is and no complaints basis".

#### G) E -AUCTION RESULT/STATUS

Immediately after successful closing of E-Auction, a system generated automatic PAYMENT INSTRUCTION LETTER (termed as SALE INTIMATION LETTER) 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. The status of the highest bid(s) having been accepted on Confirmed 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 EMD/SD on the plea of non-receipt of the said letter will not be entertained by MSTC. MSTC also reserves the right to issue the Lease intimation letter by Speed Post/Regd., Post/Courier, etc. as the case may be, Bidders must always keep their registered email account valid and keep a watch on their incoming e-mail for their own convenience.

1. Central Warehousing Corporation, Regional Office, Ahmedabad. the owner/principal, will be hereinafter referred to as PRINCIPAL and MSTC Ltd., the Auctioning Agent of the CWC, will be hereinafter referred to as MSTC.

2. VALIDITY OF BIDS: All bids will be valid for acceptance by MSTC for a period of 13 (Thirteen) Months from the date of closing of e-Auction, excluding the date of closing. In case the last 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.

#### 3. CAVEAT EMPTOR:

3.1. The description, measurement and condition of the Plots indicated are all approximate. Participation and bidding by any one in this Lease shall be treated as conclusive evidence of the fact that the party has inspected the Plots offered for Lease and satisfied himself in all respect regarding description, measurement and condition of the Plots taxes and duties, local working condition and other extraneous factors and principle of Caveat Emptor (let the Bidder 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 owner / MSTC and/or the Authorities after the bid is opened / accepted.

3.3. Owner / MSTC do not give any warrantee or guarantee for the description, measurement and condition of the Plots or about the end use or fitness for a particular purpose. The description of the Plot list are only indicative and without any guarantee. No complaint whatsoever about any shortage shall therefore be entertained.

4. INSPECTION: The Plots offered for Lease may be inspected with prior permission of the CWC during working hours. In the event of non-availability of any installation observed by the intending bidder during inspection of the same, the intending Bidder has to bring the same to the notice of owner prior to bidding. The rates are to be quoted on "As is where is basis" in Lump Sum of consolidated amount for given items. MSTC / CWC shall not entertain any complaint from the Bidder for any deficiency in description, measurement and condition of the Plots etc. or for recovery of the whole or part of the Contract Payment or any loss of profit / interest /damages and otherwise.

In case the successful bidder fails to comply with any part of contractual obligation then EMD/SD will be automatically forfeited.

#### 5.0: EMD/SD FOR AUCTION:

5.1. Upon acceptance of the auction bid the Bidder shall have to pay EMD/SD (3 Month's rent or 25% of the quoted value) against accepted bids positively within 7 days of e-Auction/confirmation of bid by the CWC vide RTGS/NEFT in favour of AS PER BANK ACCOUNT DETAIL OF CWC.

5.2. Non-submission of EMD/SD within 7 days from the Auction close/Bid Acceptance date will lead to non-compliance of pre-agreed terms and conditions and lead to forfeiture of Pre-Bid EMD by the CWC. MSTC/CWC shall have the right to dispose off such goods/services in any manner it likes and the concerned Bidder will have no right/claim. However the Principal reserve the right to accept the full Lease value with applicable levies in terms of the Special Terms & Conditions.

5.3. In case the successful Bidder pays the EMD, but fails to pay the balance Payment of Contract along with applicable Duties and Taxes as per terms & conditions, then his Pre-Bid EMD /SD will stand automatically forfeited. If the last date of payment happens to be Bank/MSTC Holiday, the payment will be accepted on the next working day.

5.4. Pre-Bid EMD shall be converted to EMD/SD, however, the same shall not be adjustable towards any other Payment of the contract. Pre-Bid EMD/SD shall be retained by CWC and shall be refunded to the successful Bidder on completion of the lease/Contract.

#### 6.0 PAYMENT DETAILS ARE AS BELOW:

a) As shall be stated in Payment Instruction Letter, 3 Months rent or 25% of the quoted value + all applicable taxes and duties to CWC (under intimation to MSTC) through RTGS/NEFT to their above mentioned bank account within 7 calendar days from the date of e-Auction / Acceptance by CWC.

b) In case, the last day of payment happens to be Closed Holiday for MSTC or the Banking Institutions, the next working day will be

taken as the day of payment without late payment charge.

c) In case of default in making payment within the time limits specified herein above, further extension would be with the condition of levy of @ 0.25% for first 7 days, 0.50% for second seven days and 1% for 3rd segment of seven days and failing which the Pre-Bid EMD shall be forfeited.

d) Balance Payment shall have to be paid by the Bidder to CWC directly as specified in their Special Terms and Conditions. On failing to comply with aforesaid payment terms, the successful Bidder's Pre-Bid EMD/SD shall automatically stand forfeited without any further reference to the Bidder and MSTC / CWC shall have the right to dispose of such goods/services in any manner it likes and the concerned Bidder will have no right / claim. However considering exigency, the Principal reserves the rights to accept or not to accept Lease value with additional charges after expiry of 7 days as mentioned above.

#### 7.0. TAXES & OTHER LEVIES:

7.1. GST & other duties if any over the price quoted/auctioned along with the full payment shall have to borne by the Bidder.

The rate of GST or any other tax in lieu thereof or any other statutory Duty / Tax / Levy / Charge etc. will be applicable and payable by the Bidder as prevailing on the date of actual payment / service transfer. Any differential thereof shall have to borne by the Bidder.

CWC is liable to pay service charges as mutually decided after deducting TDS as per Income Tax Act to MSTC. The registered bidder with MSTC is not liable to pay any charges relating to this transaction.

8.0. ACCIDENTS : PRINCIPAL/MSTC will not at any point of time be responsible for any injuries caused due to accident within the working hours of the Warehouse/premises or at the place of work salvage yard and the bidder will make proper arrangement for medical attention and treatment to his labours/representatives. The Bidder will be solely responsible for any claim arising out of the employment, injuries to labourers in the course of the employment under any statute. It is the responsibility of the Bidder to provide necessary safety appliances (like hand gloves, tools, helmet, safety goggles, boots etc.) to the labourers who are engaged for handling of the operations.

9.0 In the event of any dispute in connection with this Lease, the decision of PRINCIPAL / MSTC shall be final and binding on the parties of the said E-Auction Lease.

10.0 No interest will be paid to the Bidder on the amount paid or deposited and on the amount refundable, if any.

11.0 PRINCIPAL reserves the right to accept/reject and cancel any bid, amend the description of the plot under any lot or withdraw any lot at any stage under this E-Auction Lease even after acceptance of bid / Letter of Lease / deposit of full Lease value by the bidder without assigning any reason thereof and the value of such Plot, if paid for, shall be refundable. PRINCIPAL/MSTC shall not be responsible for any damages / loss whatsoever to bidders on account of such withdrawal, at any stage, from the E-Auction.

#### 12.0 ARBITRATION /JURISDICTION:

12.1 ARBITRATION will be applicable as per the relevant Clauses stipulated in the Bidder Specific Terms and Conditions already accepted by the Bidders at the time of Online Registration by him on the MSTC e-Auction website. The contract shall in all respect be construed and operated as an Indian Contract and in accordance with the Indian Laws in force and subject to exclusive jurisdiction of Court of Ahmedabad.

13. "ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, [www.mstcindia.co.in](http://www.mstcindia.co.in) 14. FORCE MAJEURE : CWC shall not be liable for any failure or delay in performance of the Bidder due to any reason / cause beyond their control including fires, floods, go-slow, lock-out, closure, pestilence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, government action, civil commotion, breakdown of machinery including technical failures, shortage of labour, or any other cause or condition beyond the control due to aforesaid cause or not. The existence of such cause or consequence may operate at the sole discretion of CWC to extend the time of performance on the part of CWC by such period as may be necessary to enable CWC to effect performance after the cause of delay. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

(14) In case of any over-laping / ambiguity / interpretation , the conditions of STC / agreement shall supercede.