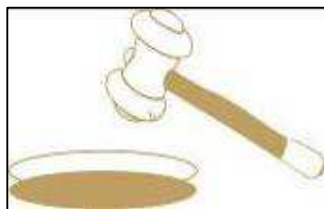


CWC LOGISTIC PARK, CFS

Sector 10, D'node, Taluka - Uran, Dist - Raigad, Navi Mumbai- 400707.Tel.: 27231836 (Ext-275)



E-Tender cum Online-Auction Sale

Online Auction Platform and Support Services Provided By:

Neelami.

304-A/ Sanjay Appa Chambers, New Chakala Link Road,
Andheri (E), Mumbai- 400 093.

Tel Fax # 022 -28201261.

E Mail: auction@neelami.co.in / Website: www.neelami.co.in

Neelami is an authorized e-commerce service provider for to obtain rates online through its portal www.neelami.co.in. The Sale & Purchase are made directly by Seller & Buyers (Bidder/s). This is only for the purpose of intimation.

In terms of direction of Govt. of India, on behalf of M/s. CWC Logistic Park, under section 48 of customs act 1962, Neelami is organizing E - Tender cum On line - Auction of Unclaimed / Uncleared Import Cargo subject to terms and conditions annexed hereto and as per schedule of programme given below.

SCHEDULE OF PROGRAMME

Inspection of Materials	On 22nd, 24th & 25th March 2014. Between 11:00 AM to 4:00 PM.
Venue of Inspection	CWC LOGISTIC PARK, CFS Bhendkal Village, Sector 10, D'node , Taluka - Uran, Dist - Raigad, Navi Mumbai- 400707.
Online E-Tender E-Auction Date & Time	Wednesday 26th March 2014, Time: 10:00 AM to 2:00 PM (for all the lots) for E-Auction. E tender will be accepted up to 1:00 PM sharply. Time extension after 2.00 pm, auction will be closed at 3.00 pm.
Pre-Paid CMD (Refundable) for E-Tender cum E- Auction by DD/PO	Rs. 100, 000/- for Online -Auction & Rs. 100,000/- for E-Tender for participating in ALL LOTS, by DD/PO for preparation of DD/PO, Contact on 022- 28201261. Mobile No. 08082719542/43.
Auction Type	E-Tender Cum E-auction (Auto time extension available)
CMD collection closes	Till 5:00 PM on 25th March 2014 at Neelami office.
Return of CMD/ EMD's of Unsuccessful Bidders.	27th March 2014 To be collected from Neelami Office by hand. D.D Will not refunded through Courier/Post.

Training on DEMO/ MOCK Online - Auction: Strictly by prior appointment after paying CMD.

To BID for LOT basis. The rate of VAT/ Sales Tax or any other statutory levies surcharge etc. will be applicable extra and payable by the Buyer as prevailing on the date of actual physical delivery of Materials.

- **Payment and Delivery Details.** *Confirmation of the bid Acceptance is from Seller / Customs.
- **All Payments to be done at CFS.**
- When bids are accepted on STC basis – 25% Earnest Money Deposit within **3 (three)** working days.
- Balance to be paid within **5 (five)** working days from the date of issue of Final Confirmation.
- Delivery will be within **5 (five)** working days from the date of Customs out-of-charge.
- **Note: Auto-time extension is available in this e-auction.**
Bidders may use auto-bid facility for bidding.

Contact Details - CWC Logistic Park.

Mr. Jeetendra Kadu

Assistant Manager

Mobile No.-09967607064

Ph: 27231836 (Ext-275)

Neelami.

Mr. Rajeev Dhuri. Mob: - 08082719542.

Mr. Sandeep. Mob: - 08082719543.

Tel : - 022- 28201261

E mail: auction@neelami.co.in

neelami_59@yahoo.com

Special Conditions – Please refer material list.

CWC Logistic Park

SELLER - Seller referred in this condition of sale, is CWC Logistic Park.

SERVICE PROVIDER/ AUCTIONEER - Neelami (hereinafter referred to as "Neelami") is an e-commerce service provider appointed by the seller to facilitate online - auction. Neelami will only facilitate e-tender cum online -auction and are considered as third party not particularly interested in the items being sold on behalf of seller.

BIDDER - Any person representing as an individual OR as proprietor OR as an partner OR as an authorized representative of any company and who is paying the caution money deposit (CMD) of **Rs. 1,00,000/- (One Lac)** and registered with Neelami is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate caution money deposit.

1.0 GENERAL TERMS & CONDITIONS.

- 1.1 The items put up for sale are imported Un-cleared/ Un-claimed cargo under the custody of the Seller. Any lot or part thereof may be withdrawn from sale at any time before it is physically delivered to bidder without assigning any reason for such withdrawal as per directives from Customs.
- 1.2 Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on **"AS IS WHERE BASIS "** and **"NO COMPLAINT BASIS."** The Seller does not undertake any responsibility to procure any permission/license etc., in respect of the Cargo offered for sale.
- 1.3 Seller Reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements during the auction in the auction room on the website and changes made in the catalogue including start price, bid increment/decrement, extension of time for lots where bids/no bids are received, and any other additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of Seller and it is binding on the bidder. Bidders are advised in their own interest not to leave the auction room till the entire auction is closed.
- 1.4 Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the Auction Property and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments, if any, prevailing at the time of Auction. Seller/ Neelami will not entertain any complaints or objections once Bid is placed.
- 1.5 The principle of "*Caveat emptor*" will apply.
- 1.6 Seller/Neelami does not give warranty or guarantee of the quality, chemical composition of each individual item in the lot or about the "End Use" or fitness for a particular purpose.
- 1.7 The highest bidder does not get any right to demand acceptance of his offer. Seller reserves the right to accept/ reject/ cancel any bid, withdraw any Lot at any stage from Auction even after acceptance of bid/ issue of delivery order or release order. Seller shall not be responsible for any damages/ loss whatsoever to the successful bidder on account of such withdrawal.
- 1.8 CMD/ EMD amount will not carry interest.
- 1.9 In the event of failure on the part of the successful bidder to fulfill his contractual obligations, Seller/ Neelami reserves the right to debar such bidder from participating in any future auction conducted by Neelami on behalf of seller.

1.10 For online bidding, prospective bidder should have a valid e-mail ID.

1.11 All the bidders participating in E-Tender cum online - auction should have a valid VAT/ TIN Registration Number.

2.0 Disclaimer

2.1 Neelami runs its business on the basis of a robust website. However, Neelami is outsourcing server space from a third party hosting company and shall ensure the smooth running of the website. Seller / Neelami 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 Seller / Neelami end directly or indirectly affecting online method of bidding.

2.2 Neither the Seller nor Neelami takes responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold Neelami harmless from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall Neelami be liable for any loss for the transactions by business, revenues, profit, costs - direct and incidental, consequential or punitive damages of any claim. Bidders agree to have discussed all the related matter regarding this transaction and have understood in full that Neelami has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations, etc. to be followed from time to time. Since Neelami does not possess knowledge base of the commodities under transaction, both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable laws. No complaint will be entertained after the lot is once knocked down.

2.3 The Seller/ Bidder agrees to limit the liability of Neelami to them, for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of Neelami to the Seller/ Bidder shall not exceed its total fee receivable from the Seller/Bidder. It is intended that this limitation applies to any and all liabilities or cause of action however alleged or arising, unless otherwise prohibited by law.

3.0 PARTICIPATION

3.1 **E-Tender cum Online Auction** - The prospective bidder has to register with the auctioneer Neelami. The prospective bidder shall have to deposit Caution Money Deposit (CMD) of **Rs. 100,000/- for participating in Online - Auction & Rs. 1,00,000/- for participating in E-Tender** for ALL LOTS by Demand Draft/Pay Order on any Scheduled Bank/Nationalized Bank/ Scheduled Co-operative Bank, payable at Mumbai for details contact on 022 - 28201261 / 8082719542/43. It has to be submitted at "M/S. Neelami" office.

3.2 All the bidders participating in online - auction should mention their valid VAT/TIN Registration Number (if available) in Auction Registration Form. All bidders registering with Neelami for online bidding should submit duly filled and signed KYC form (Know Your Customer), along with a **self attested copy of VAT/ TIN Registration certificate, PAN Card, Address Proof and 2 Passport size photographs**. The KYC form is available on Neelami's website "neelami.co.in" and can be downloaded by clicking on "[Register](#)" link.

3.3 Bidder/ Seller may note that any payments by DD/PO or any other means towards EMD/ Security Deposit or other purposes received by Neelami on behalf of Bidder/ Seller shall be handled in good faith and intention. However, Neelami shall not be responsible for the loss of the DD/ PO from its custody due to reasons beyond its control such as fire, theft, burglary, loss in transit, accident, war, riots, civil commotion, any terrorist activity, any natural calamity, adverse weather, climatic conditions etc.

Prospective Bidders may please note that failure to submit the Membership Registration form duly filled and signed along with the prescribed documents will lead to non-activation of the User ID even if the prescribed CMD/ EMD has been remitted.

- 3.4 On payment of CMD DD along with duly filled and signed Auction Registration Form on Bidder's Company letter head, Neelami will activate the User- ID to enter into website www.neelami.co.in.
- 3.5 Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy.
- 3.6 Bidders are advised to change the Password. Refer the "Steps of Actual Bidding Procedure.
- 3.7 CASH will not be accepted.
- 4.0 **CONDITIONS APPLICABLE TO "ONLINE" METHOD OF BIDDING**
- 4.1 **ONLINE AUCTION ON 26th March 2014. 10:00 AM to 02:00 PM, Time Extension Available.**
- 4.2 **E-Tender offer will be accepted up to 01:00pm sharply.
E-Tender once set cannot be deleted or modified there is only one chance for every lot.**
- 4.3 **Training:** Neelami will provide training (online) if required by the bidders, at a mutually convenient date and time before the Auction.
- 4.4 **Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. Bidders may please note that in the event of a manual bid amount matching that of a maximum limit of auto-bid, the manual bid will prevail and be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.
- 4.5 **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 out bid, up to 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 increment amount prescribed for that particular lot.
- 4.6 **VALIDITY:** The online auction bidders must keep their bids valid for a period of **45 (Forty Five) calendar days** from the date of closing of e-Auction, excluding the date of closing. In case the 45th day falls on a holiday or remains closed for CFS. Such bids will be deemed to be automatically extended to be valid up to the next working day of CFS.
- 4.7 **PERIOD OF CONTRACT:** Up to the validity period of the final Delivery/Release Order issued by the Principal.
- 4.8 **PAYMENTS:** All payments for EMD/ balance amount to be made by Demand Draft/ Pay Order on any Scheduled/ Nationalized Bank/ Schedule Co-operative Bank payable at **Mumbai**.
- 4.9 **CMD/ EMD Forfeitures:**
- a. Bidder participating for all lots has to make the balance payment & take delivery of all the lots allotted to him.
 - b. CMD amount can be adjusted only during delivery of the last lot, in case of multiple lots being offered.
 - c. Penalty for nonpayment of EMD will be forfeiture of CMD amount or full bid amount whichever is higher. Further such bidders will be barred from the contesting in our future auctions.

- 4.10 In the event of any dispute with regard to non-lifting/non-availability of inspected materials etc., and forfeiture of 'EMD', Neelami will not be held responsible for the loss/ forfeiture and purchaser shall keep Neelami fully indemnified and harmless against any claim and proceedings.
- 4.11 Seller reserves its right to accept or to reject any offer for any reason whatsoever or even without any reason.
- 4.12 The highest bid will only be provisionally accepted on Subject To Confirmation (STC) basis and so also the direct confirmation and the highest bidder does not get any right to demand acceptance of his offer.

5.0 INTIMATION TO HIGHEST BIDDER:

- 5.1 Only the highest bidder will be issued an Intimation Letter on closing of the Auction. Such bids will be Subject To Confirmation by the Principal / seller.
- 5.2 The confirmation will be primarily sent through e-mail. Please note that date of sending e- mail will be considered as Date of Intimation.
- 5.3 If no intimation reaches for reasons beyond our control, the Buyers are expected to take efforts to find out status.
- 5.4 Bidders must, therefore, keep a watch on their incoming e-mail in this regard. Principal or Neelami will not be liable for wrong e-mail ID registered by the bidder or for return of the mail for mailbox being full or any other reasons.
- 5.5 CMD/ EMD will be returned to unsuccessful bidders on the day as mentioned in the schedule. The unsuccessful bidders will have to collect the refund from **Neelami** office by hand. For outstation Bidders only, the same will be sent by courier.
- 5.6 Sale order will be issued in the name of the original buyer as recorded in the bid sheet. Any further correspondence will be only with the buyers name and address as recorded in the bid sheet only.
- 5.7 Lots sold on STC Basis will be confirmed or rejected within a 45 calendar day time (excluding the date of Auction) through Neelami to deposit the balance Sale Value along with applicable taxes and other charges within 05 (Five) Calendar days from the date of issue of FINAL CONFIRMATION LETTER by Neelami (excluding the date of issue). If the purchaser fails to make payment within the stipulated period, the EMD, CMD, or full bid amount deposited will be forfeited and such bidders will be barred from contesting in our future auctions.
- 5.8 The Weight or Number, quantity against the respective Lots are indicated approximately which in actual may turn out to be more or less than the indicated quantity. In case of actual quantity turning out to be less than the indicated quantity after due completion of the lifting by the Buyer within the stipulated period, the Buyer shall not be entitled to claim any damages, loss of interest or compensation on any other account. The buyer can arrange weighment of cargo at his own cost at the principal's CFS prior to offer.
- 5.9 The Seller/ Auctioneer shall not be responsible for any loss or liabilities of the bidders if the purchased lots could not be delivered due to circumstances beyond the control of Seller/Auctioneer.
- 5.10 All Bidders/ Buyers shall be deemed to have read and understood these conditions of sale herein before listed and be bound by these conditions and to give their bids in E-Tender & Online - Auction, subject to these terms and conditions.
- 5.11 Bidders must clearly note that there is no provision whatsoever to participate in the auction by giving counter conditions at variance with the terms and conditions prescribed. Any Communication received from the bidders containing such counter conditions at any time shall be ignored.

- 5.12 Seller, reserves the right to modify and amend the terms & conditions and announce the same, if necessary, at any time prior to the commencement of the auction.
- 5.13 Employees of CFS, Neelami, and their relatives will be barred from participating in the online auction, unless specifically approved by the Managing Director of CFS.
- 5.14 Lot will be put for auction as per convenience of management and it is not obligatory to go serially.
- 5.15 In the event of failure on the part of the successful bidder to fulfill his contractual obligations Seller / Neelami reserve the right to debar such bidder from participating in any future Auction on behalf of Seller.
- 5.16 In the event of any dispute, the same will be referred to a sole arbitrator to be appointed by the Managing Director of CFS and the arbitration proceedings would be governed by arbitration and Conciliation Act 1996. The parties will share the fees and expenses towards arbitration proceedings equally. The jurisdiction for filing the award into court or any other Proceedings under the Arbitration Act shall be that of courts in MUMBAI city only.
- 5.17 Seller / Neelami will not be liable for any claim and purchaser shall keep Seller / Neelami fully indemnified & harmless against any claim and proceedings of any of their own or against the employees or others.

6. INSPECTION

- 6.1 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, size, dimensions, specification features, etc.
- 6.2. Bidder should carry the catalog along with them for the inspection of material at the site, which will be subject to the usual security rules of the Principal. Any clarification required may be sought by the Bidders from the Seller at the time of inspection and no dispute regarding the material will be entertained thereafter.

7. PAYMENT

- 7.1 All payments for Caution Money Deposit/ EMD/ Security Deposit to be remitted by way of Bank Pay Order (if issued in Mumbai) or by Demand Draft (outside Mumbai) of any Scheduled Bank/Nationalized Bank/ Schedule Co-operative Bank payable at Mumbai for details contact on 022 – 28201261 / 8082719542/43. It has to be submitted at “**M/S. Neelami**” office.
- 7.2 Seller will retain the right to refuse acceptance of Demand Draft/ Pay Order issued by any bank, if the Seller has reason to believe that realization against the DD/ PO is doubtful.
- 7.3 Whenever the bids are accepted on STC basis, the highest bidder will have to adjust Caution Money Deposit (CMD) or **full payment in case of direct confirmation.**
- 7.4 On final confirmation the bidder is expected to pay the balance amount within 07 (Seven) Calendar Days excluding the date of intimation, failing which Seller will forfeit the participation fee deposited & re-auction the goods without any notice.
- 7.5 If bid value is less than One Lac, then the total bid amount will be absorbed from the CMD and the **balance amount will be refunded to those who are clearing the respective lots.**
- 7.6 In addition, the Buyer shall also have to pay Container Handling Charges @ 10,000/- plus service tax per container (for LCL cargo 2,000 plus service tax per lot) & Loading Charges @ 90/-(Rupees Ninety Only) (plus service tax) per MT, directly to the Principal before taking delivery for Imported Cargo.

- 7.7 If any Rates, Levies, Taxes, Cess or Charges are due and/or any License/Permit is required under any Central/ State/ Local Law in respect of the goods purchased by the Buyer, the onus of paying such Levies/ Taxes/ Charges and/or obtaining such License/ Permit will rest entirely on the Buyer.
8. **STATUTORY PAYMENTS:** The rate of Sales Tax or any other Statutory Duty/ Tax/ Levy/ Cess/ Charge etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials.
- 8.1 For any dispute regarding Sale Tax/ VAT rate, buyers are requested to submit necessary Supporting documents before the final confirmation from the Customs.
- 8.2 In case of non-lifting of goods, all the payments made against particular lot will be forfeited.
- 8.3 If any additional challan/delivery orders copies are required to comply with check post requirement, the same may be arranged by Buyers themselves by taking photocopies.
- 8.4 The goods shall lie at the sole risk and responsibility of the Buyer in all respects from the time of Sale and must be taken away by the Buyer at his own expenses.
- 8.5 No interest shall be paid on EMD, Security Deposit or any money deposited by the Buyer in case the Material is not delivered for any reason.
9. **DELIVERY**
- 9.1 Delivery of Lots that require any Certificates/ NOC from any statutory bodies/ Govt. Depts. like ADC, DYCC should be complied with.
- 9.2 On receipt of full Sale Value along with applicable VAT/ Sales Tax & other charges by the Seller, the Seller shall issue final Sale/ Delivery/Release Order to the Buyer thereby enabling him to lift the Materials within 5 (Five) Calendar Days.
- 9.3 In case the bidder does not lift the material within the above mentioned free times, he can be allowed To do so within next 5 days subject to payment of Ground Rent @1,000/- plus Service Tax per TEU Per day or as may be prescribed by the principal. This being subject to management's discretion, Bidder cannot claim taking delivery as a matter of right once free days are over.
- 9.4 Delivery will be given only during the working days and within the working hours of the Principal.
- 9.5 In case the Seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the Principal shall grant suitable extension of delivery period to the Buyer without any Ground Rent or other related charges till the expiry of such extended period. In such eventually, however, the Buyer shall not be entitled to claim any compensation for such delay.
- 9.6 The ground rent charges payable by the Buyer to the Principal shall accrue from the date of expiry of the delivery period specified above until the Lot is completely removed and shall be recovered from the Buyer before the goods are allowed to be removed. Should the Buyer fail to take delivery within the stipulated time mentioned or to pay the wharf age or Ground Rent as the case may be, the purchase price along with Sales Tax, Surcharge, Turnover Tax, Octroi, Municipal Taxes, if any, paid by him shall be forfeited by the Principal without any prejudice to Principal's right to recover damages on account of such breach by the Buyer to whom the lot was originally sold.
- 9.7 If the goods sold or portion thereof remain un-cleared in the premises of the Principal beyond the aforesaid 12 (Twelve) days (i.e., free period of 5 (Five) Calendar Days and additional 5 (Five) days with Ground Rent inclusive of Sundays and Holidays) from the date of issue of Release Order by the Principal, the sales proceeds of the un-lifted portion of the goods shall be forfeited and the un-lifted portion of the goods may be removed at the risk and cost of the buyer.

- 9.8 Cargo will be delivered only after de-stuffing of the container. Under no condition cargo will be delivered along with the container.
- 9.9 The successful Bidder shall co-ordinate the date and time with the Principal for placement of trucks to ensure speedy removal of materials. The Principal will allow the lifting of materials on all Working days.
- 9.10 The materials sold shall be removed by the Buyers from any one side of the Lot as per the sole direction of the Principal and no segregation of items from the sold Lots will be permitted. The materials will have to be lifted from one Lot only at a time. While taking delivery of the Material, it will be at the discretion of the authorized representative of CFS. To direct the manner/order in which the materials or lots shall be removed. No segregation of the items of any lot will be allowed inside the CFS premises.
- 9.11 Segregation of material will not be allowed at CFS premises. Breaking/cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the CFS officials.
- 9.12 Purchaser and his men are subject to the security rule of CFS, in force while in the CFS premises. The purchaser/workmen agents or representatives shall not commit any nuisance, theft or indulge in any anti-social activities in the premises and the purchaser shall be liable for the good conduct, safety, & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
- 9.13 The Purchasers shall be responsible for any damage that may be done to premises/fittings of CFS in the course of removing the lot or lots purchased by them. The authority may at its option arrange to make good such damages and the purchaser shall pay for the same on demand.
- 9.14 Till the time the purchaser's workers are engaged within the CFS premises, they will be governed by the labour laws and rules, Factory Acts and Rules and CFS Safety/Security Rules as applicable. It shall be the responsibility of the purchaser to see that the Statutory provisions are complied with.
- 9.15 Seller 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, cessation of labour, shortened hours, acts of God or other causes or contingency whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically be extended accordingly.
- 9.16 **Delivery of Scrap:** All type of scrap containers will be subject to 100% examination in the Presence of customs officers prior to the delivery of the goods to the bidders. Further, there will be No time limit for the final approval. In case of loss of time for adjudication and other Customs Formalities, Principal will not be responsible and no EMD/Full payment will be given back to the Bidder due to delay in customs procedures.
- 9.17 No gas cutting equipments or any equipment, which are likely to cause damage, will not be Allowed in the CFS premises. Only safe oxy-acetylene gas cutting equipment will be allowed with Written permission of Seller. The decision of the be allowed with written permission of Seller. The decision of the Officer or his authorized representative shall be final in this regard.
- 9.18 If any accident or damage to the property/ life etc. arises by reason of any act of negligence/ Omission/ default or non-compliance with any of the Terms & Conditions of statutory regulations Or rules and regulations applicable within the Principal's premises on the part of the Bidder/ his Representative or employees, resulting in death or injury to any persons or damages to the property of the Principal or any third party, then in such an event the Bidder will have to pay compensation to such person including the employees of the Principal for such accident or injury/death or Damage caused to their employees or to any of the Principal's employees or to others or to the Principal's property. The Bidder shall in such event, keep the Principal fully indemnified from any Demand, claims, or proceedings thereof.

- 9.19 Seller / Neelami will not at any time be responsible for any injuries caused due to accident within **CFS**. 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.
- 9.20 **DEMO/MOCK Auction:** For Bidders who have indicated non-familiarity with e-Auction, training on a DEMO/ MOCK Auction will be arranged with prior appointment. Only those Bidders who have registered themselves for the auction by submitting the "Acceptance Form" and have paid the CMD can participate in this demo/ mock Auction. No training will be given during the day of actual Online - Auction.
- 9.21 A note of caution for the Bidders: Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system / power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment. You can also opt for Auto- Bid option. Bidders may go through the given below E-Auction Bidding Procedure.

10. Steps for Actual Bidding Procedure


- Go to **www.neelami.co.in**
- Enter your - "Login ID" and "Password".
- Click on **Auction Room** link on the top of this page. This will take you to my auction & then by selecting the particular auction the bidder has to accept the Terms & Conditions.
(After accepting the terms & conditions of the company only can the bidder bid)
- After accepting the terms, you will be taken to the **Bidding Room** where you will be able to see all the details about the auctions.
- All lots will be displayed on the **Bid Screen**, shift the lot to the side screen in which you are not interested by clicking the **S** tab which will be shifted to the side screen.
- **Now Start Bidding.** You can either Bid Manually OR can use Auto-Bid. (In Auto bid, the computer will bid on your behalf up to that value you given.)
- In the Manual Bid option, you can put your bid in the text box available for each ITEM and Submit it every time. A bid confirmation pop up box will appear to confirming whether you want to Go ahead with the bid posted or not. **If you confirm the bid, your bid will be posted.** If your bid is Accepted, that will be displayed in "Your bid" column on your Bid screen. Also the highest bid amount Will be displayed in "Highest bid" column. Your Bid' in **Green** indicates you're the highest bidder.
- During the auction, the current highest bid of the bidder, the bid status and the bid history can be viewed on the screen all the times. Bids can be placed at the specified time mentioned during the auction day.
- For **Auto Bid**, Click on the "**A**" icon related to the item you want to bid. It will open window screen where you can place your "auto bid".
- Enter your starting bid amount in "Your Amount" text box. The minimum increment is an Optional text box. By default it will take the minimum increment amount which is fixed by the company for that product. Enter the maximum amount in the "Maximum Ceiling Amount" text box. Submit your auto bid after filling all the above values.
- You can see your Bid Value and the Highest Bid Value for a particular lot after bidding once.
- **E-Tender can be offered up to 01:00 pm sharply for all lots during e-auction.**

Special Note:

- 1) Bidders are requested to check the Bid Entry in words & figures before confirming it. Any wrong bids will lead to forfeiture of Caution Money Deposit (CMD) and said lot will be re-auctioned immediately and the bidder will be barred from future bidding, if any
- 2) Bidders may please note that only E-AUCTION BID will be considered as highest bid in case of tie between E-TENDER & E-AUCTION BID.

CWC Logistic Park, List of Containers/Cargo

Sr. No	Lot No	Container No/Size	Description Of Goods	Weight	Pkgs	Images
01	HTPL-142	CCLU 2982130/20' CCLU 3259492/20'	Mono ammonium phosphate - Off white powder packed in 780 plastic bags, China origin.	39160 Kgs	780 Bags	
02	HTPL-144	FCIU 8519008/40' TGHU 8259952/40'	Furniture- Made in UAE, Assorted Furniture, in dismantle condition, Tailor made specific design, 70 Packets + 6 Boxes.	10000 Kgs	1 Lot	
03	HTPL-145	YMLU 3273337/20'	Audio Equipment- Mackle DXB High Definition Digital X Bus 200, Digital console - 5 No's, Digital X Bus digital card, LD 0009789, PHX Digital (clooj 35404), Saneware-TDIF / ADAT - 6 Nos	1000 Kgs	1 Lot	
04	HTPL-152	BMOU 2380365/20' CCLU 2446246/20' CCLU 2614062/20' CCLU 3481658/20'	Copper Sulphate Penthydrate Blue Crystal - Packed in Jumbo bags.	78000 Kgs	1 Lot	

05	HTPL-153	CCLU 2913675/20' CCLU 3088131/20'	Copper Sulphate Penthydrate Blue Crystal - Packed in Jumbo bags	40100 Kgs	1 Lot	
06	HTPL-161	CCLU 2935910/20' CCLU 3353976/20' CCLU 3733359/20' CCLU 3572758/20'	Carbon black & Stearic Acid- i) Carbon black - 50835 Kgs, ii) Stearic Acid - 16485 Kgs.	67320 Kgs	2600 Bags	
07	HTPL-170	NIDU 5126923/LCL	Part of Trolley- Wheel with Bucket, 16 Pieces	119 Kgs	1 Lot	
08	HTPL-171	MSCU 3853981/20'	Indian Handicrafts of Iron art wares- 1. Napeeri (dark brown) - 35 Pkgs, 2. Wine Cooler (dark brown) - 17 Pkgs, 3. Planter (matt nickel) - 57 Pkgs, 4. Small Napeeri (dark brown) - 40 Pkgs, 5. Planter (dark brown) - 6 Pkgs, 6. Pkgs in loose condition - 27 Pkgs.	3993 Kgs	182 Pkgs	

09	HTPL-185	WFHU5077051/40'	Door Details attached as per "Annexure A-1"	21010 Kgs	1 Lot	
10	HTPL-186	OOLU8671569/ LCL	Plush Toys Teddy Bears - 2040 Pcs	240 Kgs	34 Pkgs	
11	HTPL-199	EMCU6091392/20'	Warp Knit 100 % Nylon Grey semi Dull Mono Net	4260 Kgs	218 Pkgs	
12	HTPL-192	EMCU9718660/40'	Warp Knit 100% Nylon	11040 Kgs	483 Pkgs	
13	HTPL-193	UGMU8628879/20'	Nylon Bright Square Net	5190 Kgs	229 Pkgs	

14	HTPL-194	CCLU7349465/40'	Engrey Polyester Knitted	10500 Kgs	582 Pkgs	
15	HTPL-195	TCLU5136087/40'	Warp Knitted Square Net Fabric 100 % 20 D Bright Polyester	9540 Kgs	517 Pkgs	
16	HTPL-196	PALU8001471/40'	High Pressure Seamless Tubes Pipes	1760 Kgs	3 Pkgs	

Special condition -

- 1) Lot No. HTPL-152 & HTPL-153 - allowed subject to CIB Certificate.

"Annexure A-1"

CONTAINER NO: WFHU5077051

SIZE : 40'

IGM/ ITEM: 2028466/65

DESCRIPTION: DOORS

08 Pallets Containing The Below Mentioned Cargo - Doors

Sr. No.	Description	Size	Color	Quantity
1	Bedroom Door	2064 x 848 X 40	SY 15 MATT	73
2	Toilet Door	2064 x 698 x 40	SY 15 MATT	246
3	Bedroom Door	2364 x 848 X 40	SY 41 MATT	27
4	Power & Servant Door	2364 X 698 x 40	SY 41 MATT	4
5	Toilet Door	2364 X 698 x 40	SY 41 MATT	64
6	Bedroom Door	2064 x 848 X 40	SY 45 MATT	47
7	Toilet & Dry Balcony Door	2064 x 698 X 40	SY 45 MATT	5
Total Doors				466

03 Pallets Containing The Accessories Of Above Mentioned Doors

Sr. No.	Description	Size	Color
1	L & R Architraves (Outside)	2117 x 40 X 12	SY 15 MATT
2	Toilet L & R Frame	2100 x 100 x 35	SY 15 MATT
3	Bedroom Top Frame	900 X 100 x 35	SY 15 MATT
4	Toilet Top Frame	750 X 100 X 35	SY 15 MATT
5	Toilet Top Architraves (Outside)	784 X 40 X 12	SY 15 MATT

To be Submitted On Company's Letter Head. All entries Compulsory
E-Tender/Online - Auction Registration Form

Date:

The General Manager
CWC LOGISTIC PARK, CFS
Bhendkal Village, Sector 10, D'node, Taluka - Uran,
Dist - Raigad, Navi Mumbai- 400707.
Tel.: (02143) 280600 / 022-64578452 Fax: 280691.

Dear Sir,
I/We confirm having

- 1) Gone through the above-mentioned terms and conditions and agree to take part in the Online Forward E-Tender cum E-Auction for sale of Unclaimed/ Uncleared Import/ Export cargo by CWC LOGISTIC PARK CFS .
- 2) I have read the terms & conditions mentioned in the catalogue & I confirm that, I have understood the same very clearly. There is no ambiguity whatsoever & they are acceptable to me & shall be binding on me.
- 3) The decisions taken by representatives of Customs/ CWC LOGISTIC PARK CFS .as custodian in all respects shall be binding on me.
- 4) I also undertake to abide by the additional conditions, if announced during the auction, including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.
- 5) I note with due care that the Auctioneer shall be making the announcements of correction with the consent and knowledge of the Customs/ Custodian and auctioneer shall not be liable for these last minute change.
- 6) Having inspected the material and satisfying the condition and type of the same, I/we agree to take part in this Online Auction on an "AS IS WHERE IS BASIS" and "NO COMPLAINT BASIS".
- 7) I/We also understand that I/we am/are legally bound to purchase the material at the Price at which I/we place the bid.

User ID (if exists): _____ **Name of the Company:** _____

Contact Person(s): _____ **Designation:** _____.

Address: _____.

PAN & VAT/ TIN Registration No.: _____.

Phone No.: _____ **Mobile No.** _____ **Fax No.:** _____.

E Mail (compulsory for Online Bidding): _____.

If registering for Online Bidding - Are you familiar with e Auction bidding? - YES/NO

If NO, attending a mock e-Auction with prior appointment is mandatory. And in an event the Mock e-Auction is not Attended, NO COMPLAINTS will be entertained later.

In the event of any above information being found incorrect/incomplete, the participation shall be liable to cancellation by CWC LOGISTIC PARK CFS at any time and I/we shall not be entitled to any claim for refund arising from the same.

	DD/PO No.	Bank Name	Branch	Dated	EMD Amount
E-Auction					
E-Tender					

In case of not being successful, the refund of DD/PO will be given by CWC LOGISTIC PARK CFS.

Signature of Authorized Signatory with Name and Seal.