

Event Details					
Event No.	Opening Date & Time	Closing Date & Time	Inspection From Date	Inspection Closing Date	EMD Type
MSTC/TVC/COCHIN SPECIAL ECONOMIC ZONE AUTHORITY/1/KAKKANAD/23-24/7392  Event Type : P   RCM NO	2023-05-24::11:00:00	2023-05-24::16:30:00	2023-05-18	2023-05-23	Item Wise EMD

Seller Details								
Seller /Company Name	Location	Street	City	Country	Telephone	FAX	Email	Contact Person
COCHIN SPECIAL ECONOMIC ZONE AUTHORITY	KAKKANAD	SEAPORT AIRPORT ROAD	COCHIN	INDIA	04842413111		authority@csez.gov.in	PRAMOD U S

LOT NO[PCB GRP]/LOT NAME	LOT Description	Quantity & UOM	GST	Location

EMD Amount	LOT No. 1 LOT Name.SDF 43A, Third Floor, F block, Door No .1 and 2 , 413.20 SQM	Built up space in SDFs available for allotment by auction in the Cochin Special Economic Zone [CSEZ], CSEZ Administrative Building, Seaport Airport Road, Kakkanad, Kochi 682 037.  Building/Block/Div ision : SDF 43A, Third Floor  Base Rent is @ Rs. 3210/- per sq. m. per annum and Increment : Rs.10/-  <b>Pre-bid EMD : Rs.1,33,000/- to be paid through PAY PREBID MODE only</b>	413.2 SQM	As Applicable
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Contact Person MSTC: Shri Santhosh Kumar Rajendran, Deputy Manager Ph: 8884600700; E Mail Id: skrajendran@mstcindia.co.in

Contact Person CSEZ Authority : Shri Pramodu S, Secretary In-charge, CSEZA; Ph: 0484-2413111, Email id: authority@csez.gov.in

ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, www.mstcindia.co.in

IMPORTANT: THE LOTS LIST AND STC DISPLAYED UNDER VIEW FORTHCOMING AUCTIONS ON MSTC'S EAUCTION WEBSITE ARE TENTATIVE AND SUBJECT TO CHANGE AT THE SOLE DISCRETION OF

MSTC/PRINCIPAL BEFORE THE START OF EAUCTION. BIDDERS SHOULD, THEREFORE, DOWNLOAD THE LOTS LIST AND STC DISPLAYED ONLY UNDER VIEW LIVE AUCTIONS FOR THEIR RECORD PURPOSE, IF REQUIRED, AND BID ACCORDINGLY.

This sale is also governed by

GENERAL TERMS & CONDITIONS (GTC), ([CLICK HERE](#))

BUYER SPECIFIC TERMS & CONDITIONS (BSTC) ([CLICK HERE](#)) AND

SPECIAL TERMS & CONDITIONS (STC) AS GIVEN BELOW

MSTC shall have the right to issue addendum to the GTC or BSTC or STC, to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.

IMPORTANT NOTE: Business entities engaged in manufacturing / service activities, may be a single bidder (i.e., not a Consortium of firms or companies/individuals), may be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the Partnership Act, 1932 or any other relevant statute and who have their registered offices in India, may participate in the auction for the allotment of built up space in SDFs in CSEZ. Those business entities desirous of participating in the auction, but do not have a Letter of Approval for operating within CSEZ, may also participate in the auction subject to the condition that such participants on their bids selected, shall obtain a valid LOA for operating in CSEZ from the competent authority within 90 days from the date of auction, failing which, Earnest Money Deposit, If any, will be forfeited.

Following are the salient features of the SDFs in CSEZ:

• Round the clock perennial supply of water and electricity

• Ideal place for exporting firms

• Adjacent to Seaport-Airport road and the proposed Kochi Metro Station and is proximate to the District Collectorate

• There are passenger and cargo lifts in the CSEZ SDFs

• The design floor load capacity of the slab is 500kg/m<sup>2</sup>.

• There are convenient locations for container loading in the building

• There are common facilities (existing and proposed) like parking area, Gym, Crèche, Food Court, Customs Clearance Centre, DC Office,

Incinerator, CETP, Biogas Plant etc. inside the Zone available for the service of occupants on conditions fixed by CSEZA from time to time.

Following are the terms & conditions for Auction and Allotment of Vacant Built up Spaces in SDFs in CSEZ :

1. Validity of BID: 90 days.
2. Following payments is to be made by H-1 Bidder within 90 days from the date of E-auction OR within 30 days from the date of issuance of Letter of Approval, whichever is earlier.

Security Deposit: Interest free Security Deposit equivalent to six months' rent at H-1 rate subject to a maximum of Rs.20 lakh. The Security Deposit shall be refunded at the time of exit from SEZ Scheme. However, one month's lease rent as fine shall be forfeited if the unit opts for premature exit i.e. before the completion of first block of five years.

Advance Rent: One year rent at H-1 rate which will be adjusted towards future rent.

Valuation of existing interior furnishes specified in the Lot description, if any.

The fixtures and fittings inside the built up space are not a part of this auction

On failure to make the above payments within the given time, the EMD would be forfeited.

3. Pre Bid Earnest Money Deposit [EMD]:

The Pre - EMD to be paid for built up space in the SDF is mentioned in description against each lot. Only the bidders who pay the pre Bid EMD will be allowed to participate in E-Auction. EMD of H1 bidder shall be adjusted towards the Security Deposit.

4. H-1 should obtain LOA for operating in CSEZ within 90 days from the date of auction. If H-1 already has a LOA to operate in CSEZ, he/she need not apply for LOA again. On failure of H-1 to obtain LOA within 90 days, EMD would be forfeited. All other payments made by H-1 would be refunded without interest.

5. The Lessee/H-1 shall not undertake service activities or manufacture/process any article, thing, materials, components and instruments other than the authorised one for which the Letter of Approval is granted.

6. In the event of H-1 backing out from the offer or failing to make the necessary payments in time or failing to obtain the LOA in time, EMD will be forfeited.

7. The rent per sq. mtr. per annum for the vacant module shall be the bid variable. The base rate of lease rent for the E-Auction of the module is Rs. 3210/- per sq. mtr. per annum (~Rs.25 per sq.ft. per month). The minimum increase for a bid

shall be Rs. 10/-.

8. Electricity and water charges shall be charged extra based on actual consumption.

9. Interested and eligible party can bid for any number of Lots.

10. Lease period shall be 15 years which is extendable at the option of CSEZA.

11. The Lease period shall be co-terminus with the validity of the Letter of Approval.

12. Lease deed shall be executed and registered within one month from the date of firm allotment.

13. Lessee shall not have any right to renewal of lease.

14. On the expiry of three years and thereafter on the expiry of every subsequent three year period the lease rent shall be revisable by the Lessor (CSEZ Authority) and right of the CSEZ Authority for such revision of rent shall be absolute.

15. The terms and conditions of this Lease deed shall not operate to prevent the Lessor from invoking Public Premises (Eviction of Unauthorized occupants) Act, 1971.

16. The Lessee shall have no right to mortgage or create charges/ liabilities on the Land or plot/ Buildings, equipment, machinery/ Leasehold rights with any financial institutions/banks or any lending agency.

17. The applicant/bidder should not be an entity blacklisted by any Central Govt. / State Govt. / PSU/Govt. Bodies or included in the RBI Caution List at the time of bidding.

18. The applicant/bidder should not be a wilful defaulter as per RBI guidelines or has been subject to any disability under any law within or outside India.

19. The applicants/bidders must inspect and satisfy themselves with the available facilities and suitability for their proposed business before submitting their bid. No claim whatsoever shall be entertained in this regard in future with reference to the suitability and availability of the facilities listed herein.

20. With regard to Acceptance or Rejection of the Bid, the decision of the CSEZA shall be final.

21. BIDDERS MUST QUOTE RATE PER SQ.MTR. PER ANNUM IN BID FLOOR

22. Other Terms

INSPECTION OF SITE: Notwithstanding anything contained in the auction sale notice issued as to description and particulars of Site put for sale, the sale is on ~as is where is~ and no complaint basis only. MSTC/Seller do not give any assurance or guarantee that the materials to be delivered will adhere to notice or list. The purchaser shall have to satisfy himself on inspection of the lots as to what they contain and make his/her offer accordingly. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted. The principle of ~CAVEAT EMPTOR~ (LET THE BUYER BE AWARE) WILL APPLY. The registered Parties (or their Authorized Representative) should inspect the materials at the specified locations by producing their e-Auction Photo ID Card to the Seller or by producing a copy of this e-Auction Catalogue downloaded from the Website

VALIDITY OF BIDS: All Bids will be valid for acceptance by MSTC for a period of 90 days from the date of closing of e-Auction, excluding the date of closing. In case the 90th day falls on a holiday or remains closed for MSTC, such Bids will be deemed to be automatically extended to be valid up to the next working day of MSTC.

Confirmation of sale on confirmed basis/STA basis: All sales will be subject to Reserve Price (RP) fixed by the Seller. The Seller 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 Sold on CONFIRMED basis, 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 Provisionally Sold on SUBJECT TO APPROVAL (STA) basis for which status will be available at the website as indicated above. For lot sold on provisional under STA basis, final online approval or otherwise will be made by the principal and automatic email intimation will be issued to the bidder within the validity of their offer which shall be 10 calendar days from

the date of issue of email intimation(excluding the date of issue) for STA sale.

**CAUTION IN SUBMISSION OF BID :** The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint / representation will be entertained by MSTC/Seller in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of 0/No. Of Digits/Unit Of Measurement etc.) and rectify their bid (if required) before submitting their Bid into the live e-Auction floor by clicking the 'Bid Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for a particular Lot, this will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals. During Live Auction, only brief Lot / Item details will be shown under Lot Name on the Auction Floor where Bidders are required to bid. The complete Item Details can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the Item Details before bidding and no representation / complaint in this regard will be entertained by MSTC / Seller from the Bidders.

**UNIT OF MEASUREMENT (UOM) FOR BIDDING, SALE & DELIVERY:** Each Lot will have to be bid, sold and delivered on the basis of the Unit / Unit Of Measurement ( i.e. UOM ) stipulated in the Material List displayed on the Auction Floor of View Live Auctions against the respective Lot. Any representation / complaint from the Bidders for the Bid to be made / having been made on the basis of any other Unit/Unit of Measurement will not be entertained.

**TAXES AND DUTIES :** The present rate of GST applicable is indicated in this e- Auction list . GST will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials. The rates of Duties and Taxes displayed on the e-Auction Website are only indicative and based on the rates prevailing before the commencement of the e-Auction. Successful Bidders shall have to pay Income Tax by way of TCS @1.0% plus 10% Surcharge and 2% Education Cess or as applicable on all Scrap items purchased for trading as per Section 206 C of IT Act 1961. The TCS will be calculated on the gross Sale Value i.e. Materiel Value plus GST

**TERMS AND CONDITIONS OF SALE :** The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the Live e-Auction Floor (and not under Forthcoming Auctions) as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of e-Auction Registration with MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC's sole discretion before the start of e-Auction. Bidders should therefore download

the Material List and STC displayed only under View Live Auctions for their record purpose, if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on NEW USER. Participation in the e-Action will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the STC, BSTC and GTC. In case of any conflict between the STC and BSTC, the STC shall prevail. MSTC shall have the right to issue addendum to the STC or BSTC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.

**DEFAULTS IN MAKING THE DUE PAYMENTS :** MSTC/Seller reserves the right to forfeit any amount / money lying with MSTC / Seller from the successful Bidder who defaults in making the due payments against the e-Auction even though such amount / money may be lying with MSTC / Seller on account of the said Bidder against any other contract.

**DEACTIVATION OF PASSWORD:** If the successful highest Bidder for both Confirmed or STA sale, fails to pay the Post-Bid EMD/SD in time, then his Password will be deactivated and shall normally be DEBARRED for a minimum period of 6 (six) months from participating in all e-Auctions and disposal sales by MSTC on behalf of this Seller and, his Registration Fee will be forfeited. While considering his request for reactivation which will be at the sole discretion of MSTC, all facts including the number of Seller/ e-Auctions / Lots for which he had failed which are germane will be taken into account.

**SALE OF UNSOLD LOT :** MSTC at its sole discretion may take recourse to any of the following options for sale of the unsold Lot: a)The Unsold Lot may be put up for re-e-Auction at the sole discretion of MSTC without Pre-Bid EMD (Earnest Money Deposit) OR with Pre-Bid EMD as may be deemed fit by MSTC. b)In case of default in payment of EMD/SD and / or balance Sale Value with Duties and Taxes by the successful higher Bidder, MSTC reserve the right to invite Bids for the respective Lot from all the other Bidders of the concerned Lot (other than the defaulting Bidder) OR all registered customers in sealed covers along with the prescribed EMD/Security Deposit within the time stipulated by MSTC for finalizing the sale or to take any other action as may be deemed fit in consultation with the Seller. c)MSTC may take any other action in consultation with the Seller

**DELAYED PAYMENT OF POST-BID EMD/SD :**Delayed payment of Post-Bid EMD/SD may be accepted depending on the circumstances of the case or urgency of disposal with/without penalty as may be deemed fit by MSTC/Seller. This shall however not confer any right to the Bidder to make any Late Payment of Post-Bid EMD/SD.



**INSPECTION OF MATERIAL AGAINST PHOTO ID CARD :** Every Bidder registered with MSTC for e-Auction participation has been issued a Photo ID Card duly authorized by MSTC and containing the specimen signature of the Authorised Representative of the Bidders Firm. For the purpose of inspection from the Sellers Location/Depot/Plant, the Authorised Representative of the Buyer i.e. the authorized Photo ID Card Holder should report to the Seller along with his original Photo ID Card or the said Photo ID Card Holder may depute any other Representative along with Authority Letter on Buyers Letter-Head after duly attesting the signature of his Representative along with a Self Certified/Notarised Photocopy of his Photo ID Card. The successful Bidder/Buyer must take prior permission from the principal before placement of vehicle.

**DISMANTLING OF MATERIAL FOR LOADING:** In case any cutting permission is required for dismantling operations, the same will have to be obtained by the Buyers from the Seller's authorized representative and it will be sole discretion of the Seller to allow or not to allow such cutting permission. In case such permission is granted by the principal, such operation has to be undertaken at buyers cost and risk only, to the extent of facilitating the loading and transportation of the goods. They must follow all safety rules in this connection wherever applicable. The buyer shall be liable for any violation of such For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel at their own cost and shall keep the Seller fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc. They must follow all safety rules in this connection wherever applicable. The buyer shall be liable for any violation of such rules.

**ACCIDENT DURING DISMANTLING/REMOVING/LOADING/ TRANSPORTATION AT Sellers PREMISES:** While dismantling/ removing/loading/transportation of materials at sellers premises ,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 or otherwise on the part of the Bidder's / his representative or employees resulting in death or injury to any persons or damages to the property of Seller or any third Party then in such an event the Bidder will have to pay compensation to any such person including the employees of Seller for such injury / for damage to person's property of such persons. The Bidder shall in such event keep the Seller fully indemnified from any demand, claims or proceedings made by any party.

**EXPORT OF GOODS:** In case of Goods belonging to Defence Depots/Units under Ministry of Defence and Ordance

Factories, participation in the e-Auction by the Bidders shall be deemed to imply that the Bidder undertakes not to export the Goods outside the territory of India, unless otherwise permitted by the seller, failing which the sale will be liable for cancellation.

The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated

MSTC / Seller reserves the right to accept / reject any offer / bid, withdraw from sale, the materials offered for sale in full or part thereof prior to or after the acceptance of the bid without specifying any reason.