



संयुक्त आयुक्त का कार्यालय
OFFICE OF THE JOINT COMMISSIONER
सीमाशुल्क भवन कृष्णाष्टनम, के.ए.पी.एस बिल्डिंग,
KRISHNAPATNAM CUSTOM HOUSE, KAPS BUILDING,
कृष्णाष्टनम पोर्ट एरिया गोपालपुरम, मुथुकुर -524344
KRISHNAPATNAM PORT AREA, MUTHUKUR-524344
एस.पी.एस.आर. नेलोर जिला: SPSR NELLORE DISTRICT.



ईमेल आईडी / Email id: adckpch-customs@gov.in; cus.kpport@gmail.com

दूरभाष / Tel: 0861-2377722

Date: As approved.

To
The Commissioner of Customs
Customs Commissionerate(Preventive),
Vijayawada-520007

// Kind Attention: Assistant Commissioner(Computers) //

Sir,

Sub: - Customs - Disposal of the goods viz., 12,32,500 Sqft of Wallpaper, which were order for confiscation vide OIO No. dated passed by the Additional Commissioner of Customs, Krishnapatnam through manual bidding- – Reg.

It is to inform that the Competent authority has accorded permission for disposal of , 12,32,500 Sqft of Wallpaper, ordered for confiscation by the Additional Commissioner, Krishnapatnam Custom House vide Order-in-Original No. dated. The said confiscated goods are being sought to be disposed through manual bidding on 10.12.2024 from 02:00 PM to 05:00 PM at the Office of the Joint Commissioner of Customs, Krishnapatnam Custom House, KAPS Building, Muthukur Mandal, Nellore District.

2. In this connection, it is requested to upload the details of manual bidding along with the terms and conditions of sale through manual bidding on the Official websites of the Department viz., (i) www.cbic.gov.in (ii) <https://apcustoms.gov.in/> in order to give wider publicity to the manual bidding event for the disposal of the said confiscated goods.

3. The details of the manual bidding for uploading on the above-said official websites are as detailed hereunder:

1. Quantity: 12,32,500 Sqft of Wallpaper (Confiscated goods)
2. Date & Time: 10.12.2024 from 02:00 PM to 05:00 PM
3. Venue: Office of the Joint Commissioner of Customs, Krishnapatnam Custom House, KAPS Building, Muthukur Mandal, Nellore District.
4. Terms & Conditions: (Copy Enclosed)
5. Interested buyers should submit a DD of Rs. 5,00,000/- towards caution money drawn in favor of the Joint Commissioner, Krishnapatnam Custom House on or before 09.11.2024.
6. For any information/assistance, interested buyers may contact Shri C.Vijayabhaskar, AC (Mobile9848151689), Shri B.Venkateswarlu, Superintendent (Mobile 9573254229) and Shri Mohd Husain, Inspector (Mobile 7007027689).

Yours sincerely,

Encl: As above.

Signed by Rukmini Apama
Nampally
Date: 25-11-2024 16:23:15

(N R APARNA)
ASSISTANT COMMISSIONER

I. Seller Details : The Joint Commissioner of Customs,
Krishnapatnam Custom House,
KAPS Building,
Krishnapatnam Port Area,
Gopalapuram, Muthukur-524344,
SPSR Nellore District, Andhra Pradesh.

II. Details of Goods :

Lot No	Description of goods	Quantity	Location of Goods
1	Wall Paper	12,32,500 Sq.Ft.	WH-1, Seabird CFS, Krishnapatnam Port Area, Gopalapuram, Muthukur-524344, SPSR Nellore District, Andhra Pradesh.

III. Sample Photos of the goods are attached.

IV. **Mode of Auction:** Manual Bidding.

V. **VENUE, Date and Time OF THE AUCTION:** Office of the Joint Commissioner of Customs, Krishnapatnam Custom House, KAPS Building on 10.12.2024 from 2.00 PM to 5 PM. Physical inspection of the goods will be allowed from 02.12.2024 to 07.12.2024

VI. IMPORTANT NOTE:

1. "The goods are sold purely on Square Feet basis and material to be lifted upto the GROUND LEVEL"
2. The quantity, quality, size or sizes, measurement, numbers and weights if any 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 the bidders have inspected the lots prior to bidding irrespective of whether they have actually done the physical inspection or not. No complaint will be entertained after sale by the Seller.
3. In the event of the number or unit being found deficient in quantity, quality, size, measurement and weight as indicated in the catalogue/description of materials/details in the event floor or any other documents, the buyer shall have no claim against the Seller for refund of whole or any part of the purchaser's money or for loss of profit, interest, damage or otherwise and the material as offered has to be lifted by the buyer on "As is where is Basis and No Compliant Basis and no excess/short lifting shall be taken into account".
4. **CONTACT DETAILS OF PERSONS FROM THE CUSTOMS DEPARTMENT, KRISHNAPATNAM CUSTOM HOUSE, KRISHNAPATNAM, STOCK HOLDER:**
Shri C.Vijaya Bhaskar, Assistant Commissioner of Customs, Krishnapatnam Custom House, Mobile No. 9848151689, Shri B.Venkateswarlu, Superintendent of Customs,

Krishnapatnam Custom House, MobileNo.9573254229, Shri Mohd Husain, Inspector of Customs, Mobile:7007027689.

VII. TERMS AND CONDITIONS:

1. In case the successful Bidder fails to pay the prescribed Post-Bid EMD/SD within the stipulated time, their pre-bid EMD/Caution money, if any, will stand forfeited automatically.
2. If the buyer fails to pay the balance material value along with applicable Duties and Taxes & late payment charges within the mentioned due date, then Pre-bid EMD/Caution Money & Post bid EMD/SD will stand forfeited automatically.
3. Manual Auction is on the basis of subject to approval by the Principal Commissioner/Commissioner of Customs, Customs Preventive Commissionerate, Vijayawada.
4. The Commissioner of Customs, Customs Preventive Commissionerate, Vijayawada, may withdraw the goods from auction or tendering at any time or cancel the same at any stage prior to the delivery of the goods.
5. Permission/ 'No Objection Certificate' is required to be taken by the buyer from the concerned authorities, as specified for respective items.
6. **SPECIAL NOTE FOR GST PAYMENT ON REVERSE CHARGE MECHANISM:**
NOTE: a) As per GST notification No.36/2017 Central Tax (Rate) dated 13-10-2017, the seller being Central Govt, is allowed to sell goods to GST registered buyer under Reverse Charge Mechanism (RCM).
b) The material is to be purchased only by GST registered buyer.
c) Seller shall not collect GST. Buyer shall be solely responsible for depositing applicable GST under Reverse Charge Mechanism (RCM) for supply of goods and GST compliance.
d) Successful buyer shall submit true copy/notarized copy of GST registration certificate to the Seller before the start of the manual bidding.
e) As per Notification No.36/2017 Central Tax (Rate) dated 13-10-2017 and Notification No.37/2017 Integrated Tax (Rate) dated 13-10-2017, Principal / Seller being Govt. Unit, so GST and Cess on Goods will be deposited by Buyer under Reverse Charge Mechanism.
7. **IMPORTANT: THE MATERIAL LIST & THE TERMS & CONDITIONS ARE TENTATIVE AND SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE SELLER BEFORE THE START OF MANUAL AUCTION.**
8. The bidders shall submit a Demand Draft for Rs.5,00,000/-(Five Lakh) towards Pre-Bid EMD/Caution money duly drawn in favour of the Joint Commissioner, Krishnapatnam Custom House on or before 09.12.2024 to be eligible to participate in the Manual Auction

and the said Pre-Bid EMD/Caution Money is liable for forfeiture in case the successful bidder fails to deposit the stipulated Post-Bid EMD/Security Deposit within 3 (Three) days from the date of communication of Confirmation/Acceptance of Sale.

9. INSPECTION OF LOT/ E-TENDER CUM E-AUCTION DATE:

- a) For inspection of materials, the seller name, date of commencement of inspection, name of contact officials with their contact details are as mentioned above. The manual Auction commencement date/ closing date are also as mentioned above. The buyer has to satisfy himself about the quality quantity, age, condition, etc., of the materials. The interested Parties (or their Authorized Representative) should produce their GST registration certificate and Identity proof and authorization letter before they are allowed to physically inspect the goods in the presence of the Officers.
- b) All the materials put up for sale through manual auction will be sold strictly on **AS-IS WHERE-IS BASIS AND NO COMPLAINT BASIS**. The Seller reserves the right to accept/ reject any offer/ bid without specifying any reason thereof. All quantities are only estimated and without any guarantee. Inspection, limited to visual checking only, will be allowed with prior appointment from the Seller. Any clarification required may be sought by the bidders from the Seller at the time of inspection, and no dispute regarding the material or its physical condition/ location will be entertained thereafter.

10. SALE RESULT/INTIMATION:

- a) All sales are subject to approval by the Commissioner of Customs, Customs Commissionerate (Preventive), Vijayawada. The lot will not be declared Sold on final bidding but will be declared pending as the Manual Auction is on "Subject to Approval Basis".
- b) Once the manual bidding is completed, the Demand Drafts submitted by the participants will be returned. However, the Demand Draft submitted by the H1 Bidder in the manual bidding will be kept back by the Seller and the same will be adjusted towards the basic quoted value once the H1 Bidder makes the payment of the stipulated Post-Bid EMD/Security Deposit within the stipulated time-frame.
- c) Once the bid is confirmed/accepted, buyer has to make the payments within the time-lines stipulated in the following paragraphs.

11. PAYMENT OF EMD/SD:

- a) Post-Bid EMD/SD shall be paid within 3 (Three) days from the date of communication of the Confirmation/Acceptance of Sale. The bidder has to deposit EMD/SD equivalent to 25% of quoted Basic value of the confirmed lot in the form of a Demand Draft duly drawn in favour of the Joint Commissioner, Krishnapatnam Custom House.
- b) The Pre-Bid EMD/Caution Money deposited by the H1 Bidder will be adjusted towards the basic quoted value of the Bid only after the said H1 Bidder makes the payment of the above-said Post-Bid EMD/SD within the stipulated time-frame.

- c) Pre and Post-Bid EMD/SD are adjustable towards material value. Further, the Post-Bid EMD/SD is adjustable towards material value, only after receipt of the balance Material Value, along with applicable duties & taxes within the due date, failing which the Pre-Bid EMD/Caution Money and Post-Bid EMD/SD will be forfeited.

12. DEFAULT IN PAYMENT OF EMD/SD:

- a) In case the successful Bidder fails to pay the prescribed Post-Bid EMD/SD within the time stipulated above, their pre-bid EMD/Caution money, if any, will stand forfeited automatically. If the last date of payment happens to be the Bank Holiday, the payment will be accepted on the next day. **Rate of EMD/SD:** Post-Bid EMD/SD will be @ 25% of the Sale Value. EMD / SD will be adjusted against the material value. Further, the Post-Bid EMD/SD is adjustable towards material value, only after receipt of the balance Material Value, along with applicable duties & taxes within the due date, failing which the Post-Bid EMD/SD will be forfeited.
- b) Delayed payment of Post-Bid EMD/SD may be accepted, depending on the circumstances of the case or urgency disposal, with such penalty as may be deemed fit by the Seller. This shall, however, not confer any right on the bidder to make any late payment of Post-Bid EMD/SD. In case the successful bidder pays the EMD/SD, but fails to pay the balance Material Value, along with applicable Duties and Taxes, within the due date, then his EMD/SD will be forfeited.

13. PAYMENT OF BALANCE SALE VALUE WITH TAXES AND DUTIES:

- a) The H1 Bidder has to make the balance material value along with applicable duties and taxes within 5 (Five) days from the date of payment of the Post-Bid EMD/Security Deposit. The entire balance Sale Value will have to be paid by the buyer in one lump-sum, and no instalment payment will be allowed, unless otherwise stipulated in the Lot/Item details. Further, the H1 Bidder shall have to produce proof of payment of the applicable duties and taxes prior to taking the delivery of the goods.

14. DEFAULT IN PAYMENT OF BALANCE PAYMENT:

- a) In case of default in payment of the balance Sale Value within the prescribed time limits, the due payment may be made, only subject to the approval of the Seller, together with late payment charges @ 1% per week or part thereof calculated on the Full 100% Sale Value (along with all applicable Duties & Taxes) for a MAXIMUM period of 2 (Two) Weeks. The Post-Bid EMD/SD is adjustable towards material value, only after receipt of the balance Material Value, along with applicable duties & taxes. However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes and Seller reserves the right not to accept the payment of the Balance Sale Value with or without additional charges after expiry of due payment time as mentioned above. If the buyer fails to pay the balance material value along with applicable Duties and Taxes & late

payment charges within above mentioned due date, then Pre-bid EMDF/Caution Money & Post bid EMD/SD of that particular lot will stand forfeited automatically.

- b) GST, Cess or any other statutory Duty/Tax/Levy/Charge etc., will be applicable and payable by the buyer, as prevailing on the date of actual physical delivery of the materials.
- c) Besides above, Seller reserves the right to forfeit any amount/money lying with the Seller from the successful Bidder who defaults in making the due payments against the Manual Bidding even though such amount/money may be lying with Seller on account of the said Bidder against any other contract/transaction.

15. DELIVERY ORDER AND DELIVERY OF MATERIAL: On receipt of balance payment towards sale value along with applicable duties and taxes, the buyer shall obtain Delivery Order from the Seller on producing his PAN, GST Registration Certificate, Proof of Identity. In case the H1 bidder deputed any representative for his purpose, he should attest and authorize the signature of his Representative on his letter-head, along with other documentary proof including PAN, GST Registration Certificate etc, subject to the following conditions:

- a) Delivery period will be 7(Seven) days counted from the date of issue of Delivery Order/date of issue of Release Order by the Seller, as the case may be (including the date of issue), in all cases. If the last date for delivery happens to be a closed holiday for sellers, the delivery will be allowed on the next day without ground rent.
- b) In those cases where the balance Sale Value is paid within time but the buyer delays the payment of applicable duties and taxes, the delivery period will be counted from the date of payment of the balance Sale Value.
- c) The successful bidder/buyer shall co-ordinate the date and time with the Principal in advance and take prior appointment before placement of transport to ensure speedy removal of materials.
- d) The materials sold shall be removed by the buyers from any one side of the lot as per the sole discretion of the Principal and no segregation of items from the sold lots will be permitted.
- e) For the purpose of removing the materials, the successful bidder shall employ or engage only his/their own personnel, and shall keep the Principal full indemnified against any claims whatsoever, including claim for wage, injuries, compensation, death, etc.
- f) While removing materials, 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 applicable within Principal's premises, on the part of the bidder/ his representative(s) or employees resulting in death or injury to any persons or damage to the property of the Principal or any third Party, then in such an event, the bidder will have to pay compensation to any such person, including the employees of the Principal for such injury and/ or for

damage to any property of such persons. The bidder shall, in such an event, keep the Principal indemnified from any demand, claims or proceedings made.

16. DEFAULT IN DELIVERY: In case of any default in lifting of materials by the buyer within the prescribed time limit, the outstanding material may be lifted within 14(Fourteen) days from the due date subject to payment of Ground Rent by the buyer directly to the Seller for the period of delay. All matters relating to charging of Ground Rent will be decided by the Customs. In case of goods sold on lot basis, the Ground Rent will be calculated on the value of the entire lot, even if lifted in part, whereas in case of the goods sold on unit-weight or unit-number basis, the Ground Rent will be calculated on the value of un-lifted quantity. However, it will be the sole discretion of the Principal not to allow the buyer to lift the goods, with or without the Ground Rent, after the expiry of the stipulated time limit for delivery or even within the aforesaid additional period of 14 (Fourteen) days, and in such event, the sale of the material not lifted by the buyer(s) will be automatically cancelled, and all the money paid by the bidder/ buyer will be automatically forfeited.

17. The Commissioner of Customs, Customs Preventive Commissionerate, Vijayawada, reserves the right to change/edit any of the terms and conditions mentioned above.