

Auction Details	
<b>Auction No</b>	MSTC/NRO/GATEWAY DISTRI PARKS LIMITED/3/FARIDABAD/23-24/37513[411202]
<b>Opening Date &amp; Time</b>	26-12-2023::11:00:00
<b>Closing Date &amp; Time</b>	<b>Scheduled Time</b> <u>26-12-2023::15:00:00</u> <b>Closed At</b> <u>26-12-2023::15:00:00</u>
<b>Inspection From Date</b>	08-12-2023
<b>Inspection Closing Date</b>	22-12-2023
<b>Auto Extension(In minutes)</b>	8
<b>Auction Status</b>	Not Activated

Seller Details	
<b>Seller /Company Name</b>	GATEWAY DISTRI PARKS LIMITED
<b>Location</b>	FARIDABAD
<b>Street</b>	ICD PIYALA , BALLABHGARH
<b>City</b>	FARIDABAD-121102
<b>Country</b>	INDIA
<b>Telephone</b>	8510067576
<b>Fax</b>	
<b>Email</b>	rana.kumar@gatewaydistriparks.com
<b>Contact Person</b>	RANA KUMAR

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTIT Y	ED/(ST/VAT)	LOCATION	Bid Valid Till (DD-MM-YYY Y)
<b>Lot No. :1</b>	SEGU5165492 CERAMIC MUGS/CRICKET BAT Size : 40 Weight in Kgs (Approx )- 13870 Package (Approx) - 558	1.0 LOT	As Applicable /18.0%	ICD PIYALA,FARIDABAD State :Haryana	23-06-2024
<b>Lot Name :SEGU5165492, CERAMIC MUGS/CRICKET BAT</b>	<b>Contact Person : RANA KUMAR/8510067576</b>				

	<p>Interested bidders are requested to deposit Pre-bid EMD using Pay Pre-bid EMD atleast 1 day prior to the day of auction .</p> <p><a href="#">CLICK HERE FOR PHOTOGRAPH.</a></p> <p>Bidders are advised to corroborate the images with the actual material on site during physical inspection. No complaint related to quantity/quality/difference in online image and actual material on site will be entertained post auction.</p> <p><b>IF THE SUCCESSFUL BIDDER FAILS TO PAY POST BID EMD, PRE BID EMD WILL BE SUMMARILY FORFEITED. The Pre Bid EMD of the successful bidder will be adjusted towards Post bid EMD to be deposited by the buyer.</b></p>				
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Total No of Lots = 1  
**SPECIAL TERMS & CONDITION**

**Contact Person at MSTC:**

**Ms RUPALI PANDEY, DEPUTY MANAGER**

Email id : [nroopn11@mstcindia.in](mailto:nroopn11@mstcindia.in)

**Gateway Distriparks Ltd (Formerly known as Gateway Rail Freight Limited), Custodian of ICD Piyala, Faridabad:** Shri Rana Kumar, Phone no. 08510067576, Email:[rana.kumar@gatewaydistriparks.com](mailto:rana.kumar@gatewaydistriparks.com), Shri Vishnu Dutt: 9717894184

## **SELLER T&C**

The successful Bidder shall also have to pay Container Handling Charges @ Rs. 6,136/- (20 ft) & Rs. 10,266/-(40 ft) (+ taxes) per container before taking delivery of Laden container/s to Factory. In case of ICD Destuffing, an amount of Rs 6,254/- per (20ft) and Rs. 10,384/- per (40 ft) (+ taxes), would be applicable. . which will be paid directly to **Gateway Distriparks Ltd** (Formerly known as Gateway Rail Freight Limited),. Before taking the delivery of the goods.

**Special Note:- The successful Bidder shall also have to pay Container Handling Charges per container before taking delivery of Laden container/s to Factory.**

## **PAYMENT of SERVICE CHARGE AND IT-TDS TO MSTC:**

- Buyers are instructed to make MSTC Payment through E-PAYMENT mode ONLY. (Please click on link given below): <https://www.mstcecommerce.com/auctionhome/RenderFileGeneralAuctions.jsp?file=BuyerManualforePayment.pdf> MSTC Ltd. shall hereinafter be referred to as **MSTC** and **Gateway Distriparks Limited** (Formerly known as Gateway Rail Freight Limited), as owner/ Seller.
- **The sale is through e-Tender cum e-Auction method.** In case of e-Tender interested buyer can submit their bid through e-Tender only once. Buyers may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender - [User's Guide/Manual of e-tender cum e-acution \(for Buyers\)](#).
- MSTC Ltd. shall hereinafter be referred to as **MSTC** and **Gateway Distriparks Limited** (Formerly known as Gateway Rail Freight Limited) as Owner/Seller.
- The sale is through e-Tender cum e-Auction method. In case of e-Tender interested buyer can submit their bid through e-Tender only once. Buyers may refer to 'Bidder's Manual' for instructions on bidding process in e-Auction/e- Tender.
- All the offers shall be valid for a period of 180 days from the date of closing of e-Auction. In case bids are not confirmed by Seller within stipulated period, bidders have option to take refund of EMD/Security or may not take the delivery of cargo.
- All the materials are offered for sale on **AS IS WHERE IS AND NO COMPLAINT BASIS**. Material is sold on the assumption that bidders have inspected the same and know what they are buying, irrespective of whether they have first inspected the materials or not. No complaint shall be entertained in this regard. Goods are sold on the assumption that the bidder has inspected the lots prior to bidding and know what he is bidding for. Buyers have to inspect for hazardous/explosive properties, if any, before submitting the bid. In case they come across any material beyond the scope of the description of material, it should be informed to Seller/MSTC prior to the date of the auction. The material offered for sale can be inspected during 11 AM to 05 PM on the inspection dates as mentioned hereinabove. 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, weight, size dimensions, specifications, features etc. Bidders are not allowed to take the sample from the lot unless otherwise specified.

- **Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate.** However, the quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift the indicated quantity. In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count. In case where the UOM is LOT, the material as offered must be lifted by the buyer on As Is Where Is basis and no excess/short lifting shall be taken onto account.
- Though a facility is provided to bidders to select a category in the live auction floor; however, buyers, in their own interest are advised to go to live e-Auction floor, after selecting "All Categories". MSTC will not be responsible for any oversight in selecting the category in live e-Auction/lot on the part of bidders/buyers.
- The rates must be offered on lot basis for each lot separately not part thereof i.e., in Rupees per lot only. The Rate must be quoted exclusive of GST or other relevant taxes etc. These will be charged extra as applicable. Any variation in GST or other relevant tax and any fresh statutory levies will be borne by the buyers. Auction sale shall be treated as local sale only. C Form against outstation sale will not be accepted by the Seller wherever VAT is applicable. Full GST will be collected at the prescribed rates. Bidders should make their own arrangements under applicable GST laws to take the goods to their state.
- **GST rates as indicated in this catalogue are only indicative. Actual GST rates as applicable on the date of lifting shall be applicable.** Bidders are required to satisfy themselves about GST rate through their own sources/means before bidding in this e-Auction and any discrepancy should be intimated to MSTC / Seller at least one working day prior to the e-Auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-Auction goes on live floor. Non-payment of sale proceeds on the ground of any discrepancy of GST rate will be treated as default and action as deemed fit including but not limited to forfeiture of EMD/SD will be taken against the bidder. MSTC/Seller will not be liable to issue any Sale Order/Delivery Order/Invoice etc. wherever GST Registration Number is not submitted by the bidder/buyer.
- The successful bidders shall submit Earnest Money Deposit by NEFT/RTGS/ePayment through the ePayment link available in Buyer login. Alternatively, EMD can also be deposited through on-line mode or through Bank Draft in favour of the seller, within seven days of e-Auction/Lot being declared SOLD excluding the date of declaration of result by MSTC. For online payment, account details of SELLER are as below:

**Bank Account Details of Seller:**

**Bank Name :ICICI Bank Limited**

**Branch : ICICI Tower, NBCC Branch New Delhi**

**Branch Code : 0548**

**A/c No : 054851000007**

**IFS Code : ICIC0000548**

- The EMD must be @25% of the net sale value quoted (excluding GST and duties) against each lot. Upon receipt of EMD within the time prescribed by the Seller, a detail of such payments shall be provided to MSTC. Upon issue of sale order the EMD shall automatically be converted into security deposit. The Security Deposit as specified in Sale order shall be adjusted only at the time of final payment. Non-payment of EMD within the stipulated time would lead to deactivation of the buyer login for 6 months. The Contract shall be treated as having been entered into as soon as the ink-signed Sale Order/Acceptance Letter is issued by MSTC on behalf of SELLER.
- **FINAL PAYMENT:** The Purchaser shall pay balance of the purchase price within ten (10) working days from the date of issue of sale order. The payment will be made in two parts: (i) to MSTC for (2.655% -TDS) + 1% IT TDS and (ii) to Seller for the remaining amount. For any delay in making payment within the time limit specified, the due payment may be made together with late penalty @ 1% per week or part thereof on the Sale Value for the period of delay within 14 days from the due date and thereafter on the sole discretion of the Seller only. Seller or MSTC in consultation with SELLER reserves the right not to accept the payment with or without the late penalty after expiry of the above mentioned time limits or even within the aforesaid additional period of 14 days, at Principal/MSTC's (in consultation with principal) sole discretion and in such an event the sale of the lot will be automatically cancelled and the Earnest Money/Security Deposit (as the case may be) will automatically stand forfeited. **In case the Lot is approved and the EMD has not been deposited, then full amount may be deposited in 7+10 days. No further extension is granted.**
- **STATUTORY PAYMENTS:** The rate of Excise Duty, Sales Tax/VAT Income Tax, Education 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 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.
- On receipt of full payment by SELLER and service charge by M/s MSTC Ltd, delivery order shall be issued by M/s MSTC Ltd. with a copy to the seller and the buyer.
- In case the date of submission of payment happens to fall on a Public Holiday, the next day shall be considered as the date of submission of payment. DDs of Cooperative Bank shall not be accepted and will be returned without any action being taken on them.
- Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter. If there is a default in payment as per Terms of the Sale order cum Acceptance letter, the Security deposit mentioned therein will stand forfeited automatically without any further notice and Sale Order will stand cancelled. SELLER will re-auction the lot accordingly.
- **LATE PAYMENT PENALTY:** For Any delay in making payment within time limit specified, the due payment may be made together with late payment penalty @ 1% per week or part thereof on the entire bid value, maximum up to 14 days

(calculated from the next day of last date of payment submission by bidder). In case the bidder does not submit the payment in time or in extended time of 14 days with penalty, sale of the concern lot will be automatically cancelled and the Earnest Money/Security Deposit (as the case may be) will automatically stand forfeited. Such late payment penalty along with balance payment is to be submitted to SELLER directly either through on line or through bank draft.

- **DELIVERY PERIOD:** The successful bidders shall lift the cargo allotted to them by **Gateway Distriparks Limited** (Formerly known as Gateway Rail Freight Limited) labour and transport has to be arranged at their own cost. Delivery is to be taken within 3 Days (Three Days) from the date of Release Order issued by the Seller (on behalf of the Delivery Order issued by MSTC) including date of issuance of Release Order. On the basis of the Release Order, SELLER will issue gate pass for the particular lot. If last day of delivery falls on a public holiday, the next working day shall be considered as the last date of lifting.
- **DEFAULT IN LIFTING:** In case of any default in lifting of materials by the Buyer within the prescribed free time limit, the outstanding material may be lifted subject to payment of Ground Rent by the Buyer directly to the SELLER for the period of delay up to 2 weeks maximum, provided written request is received before the expiry of the free lifting period. All matters relating to charging of Ground Rate will be decided by the 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, where as in case of Goods sold on Unit Weight or Unit Number Basis, the Ground Rent will be calculated on the value of unlifted quantity. However, it must be noted by the Bidders that it will be the sole discretion of the SELLER not to allow the Buyer to lift the Goods with or without the Ground Rent after the expiry of the stipulated free Delivery period and in such event, the sale of the material not lifted by the Buyer(s) will be automatically cancelled and SD/amount equivalent to SD of the lot will be automatically forfeited. The buyer shall have no right to claim whatsoever on the materials remaining unlifted.
- **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-Auction 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 terms.
- Bidders will not be allowed to admit any other person or assign, or sublet in any manner, the interest in the contract, after getting the offer.
- The Principal/Owner of the materials reserves the right to withdraw at any stage the sale of any container, item or quantity of material either by number or by weight or

any other specific unit etc, even after issue of Sale Order/Delivery Order. The Principal/Owner will not be bound to assign any reason or details thereof. Value of the materials so withdrawn, if any, and paid by the buyer will be refunded without any interest. The Principal will however, not be responsible for any damage, loss, direct or consequential compensation whatsoever to the buyer nor for payment of any interest. SELLER is not bound to accept highest offer.

- The Bidders/ customers' workmen shall have to abide by the rules & regulation including safety & security regulation of the relevant statutory acts. Entry inside the works / stores should only be against Gate pass for the men and equipment for which purchaser will have to apply well in advance before lifting commences. The purchaser shall ensure that his workmen do not loiter around within the stores area/factory areas. They shall not touch any material except those material shown to them. If any of his workmen is even found violating these restrictions, the purchaser shall be responsible for making good the loss to the owners on which their decision shall be final and binding.
- **DISPUTES:** In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by the SELLER and the Arbitration proceedings would be governed by "Arbitration and Conciliation Act" 1996. The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute. The jurisdiction for appealing against the award in a court, or any other proceedings under the Arbitration Act, shall be that of courts in Delhi only.
- Delivery of commodities requiring clearance from other regulatory agencies like Wine, CFL, P&Q, ADC, Chemical examiner, Police deptt. and other agencies etc. will be effected only after obtaining the requisite clearances.
- The successful bidder shall produce the copy of MSTC's I-Card and Delivery Order for proper identification of bidder at the time of taking delivery of the material. Original I-card holder may nominate his representative through proper authorization to take delivery on his behalf. The material can only be removed from Seller's premises on production of a Gate Pass issued by the Seller.
- After receiving full value of bid along with GST & other relevant taxes etc, the delivery of cargo will be given to successful bidder. The delivery will be given from Monday to Friday during normal working hours i.e., 1000 Hrs to 1800 Hrs. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time i.e., 1800 Hrs. In case if there is any delay while loading of cargo/container, the delivery time may be extended with the approval of competent authority. The SELLER reserves the right to modify and amend all Terms and Conditions and announce the same if need be while the auction is in progress or prior to commencement of e-Tender cum e-Auction.
- In case of accidents to the bidder/labour/or his representatives, SELLER/MSTC will not at any time be responsible for any injuries caused due to accident within SELLER 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. SELLER/MSTC will not be liable for any claim and bidder shall keep SELLER/MSTC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

- No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the seller's premises. The decision of the Officer or his authorized representative shall be final in this regard.
- Once the goods have been made over to the purchaser, Seller's administration shall not accept any responsibility whatsoever for the safe guarding of the purchased goods.
- The material will remain SELLER's property unless and until all the conditions of sale are fulfilled. The mere payment of the purchase does not constitute complete purchase and material will become the property of the purchaser only after the sale has been completed. Seller's administration shall not in any circumstances whatsoever, be liable for any theft or misappropriation/loss by deterioration or fire or for any other loss through any cause whatsoever which may occur after all the formalities for the sale are completed.
- The 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, shortened hours, act of God or other causes or contingency whatsoever. The bidder shall not be entitled to cancel the contract & the period of delivery shall automatically be extended accordingly.