Event Details						
Event No.	Opening Date & Time	Closing Date & Time	Inspection From Date	Inspection Closing Date	EMD Type	MSTC/CDG/GATEWAYRAIL FREIGHT LTD/1/SAHNEWAL/22-23/2611 Event Type : e-Tender-cum-e-Auction | RCM NO

Seller Details								
Seller /Company Name	Location	Street	City	Country	Telephone	FAX	Email	Contact Person
GATEWAYRAIL FREIGHT LTD	SAHNEWAL	INLAND CONTAINER DEPOT, RAIL LINKED LOGISTICS PARK GT ROAD	SAHNEWAL, LUDHIANA	INDIA	9316379815		sanjay.thakur@gatewaydistriparks.com	SANJAY KUMAR THAKUR

LOT NO[PCB GRP]/LOT NAME	LOT Description	Quantity & UOM	GST	Location	Pre bid EMD Amount

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LOT No. GRFL/SNL-01/22-23 LOT Name.COMMODITY:- WASTE PAPER	COMMODITY:- WASTE PAPER etc. CLICK HERE FOR LOT DETAIL	1.0 LOT	As Applicable	ICD GRFL Sahnewal State :Punjab	200000.00
LOT No. GRFL/SNL-02/22-23 LOT Name.COMMODITY:- WANON- WOVEN FABRIC	COMMODITY:- NON- WOVEN FABRIC etc. CLICK HERE FOR LOT DETAIL	1.0 LOT	As Applicable	ICD GRFL Sahnewal State :Punjab	200000.00

CLICK HERE FOR PRE BID TERMS AND CONDITIONS

The successful Bidder shall also have to pay Container Handling Charges @ Rs. 5850/- (20) & Rs. 11350/-(40) (plus GST) per container before taking delivery of Laden container/s to Factory. In case of ICD De-stuffing, an amount of Rs. 6850/- per (20) and Rs. 12850/- per (40) Plus GST would be applicable. which will be paid directly to Gateway Rail Freight Ltd. Before taking the delivery of the goods. Please note any out of cycle activity like cargo handling, weighment etc. will be charged in addition to above as per tariff. Also note that for Waste /Scrap cargo, Bidder has to arrange their own labor if required.

Lifting Process :- The Successful bidders are supposed to directly Co-ordinate with shipping Line for factory de-stuffing else, they supposed to de-stuff the material at plant in case their bid are accepted by the Management and Customs Authorities.

If the delivery is not taken within 10 (Ten) working days from the date of confirmation of acceptance of Bid, Rental Charge As per tariff shall be applicable.

MSTC, CHANDIGARH

The Helpdesk Ph.033-22901004

Dealing Officer: Mr. NIKHIL MITTAL, Phone: 09674550002, Email id: nmittal@mstcindia.co.in

SPECIAL NOTE:-

1. For Importer/Participants purchasing the USED NYLON/RUBBER PNEUMATIC TYRES SCRAP: -Should fulfill the Compliance of the provision of the Foreign Trade Policy, and the requirement of consent/permission from the Ministry of Environment and Forest as stipulated in the Hazardous Waste (Management Handling and Trans boundary Movement) Rules 2008.

2) For Importer purchasing the Waste Paper scrap: - Certificate of registration/consent letter from Punjab Pollution control board/ Competent Authority, authorizing the importer/Purchaser to import/purchase the waste paper and paper product listed in Part D of

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Schedule-III of the Hazardous Waste (Management, Handling & Trans boundary movement) Rules, 2008 as amended in 2010.
3) For trader purchasing the Waste Paper: - Consent letter from the competent authority to Purchase the waste paper and paper product listed in Part D of Schedule-III of the Hazardous Waste (Management, Handling& Trans boundary movement) Rules, 2008 as amended in 2010.

1) MSTC Ltd. shall hereinafter be referred to as MSTC and GATEWAYRAIL FREIGHT LTD as owner/ Seller.
2) 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.
3) 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 GATEWAYRAIL FREIGHT LTD within stipulated period, bidders have option to take refund of EMD/Security or may take the delivery of cargo.
4) All the materials are offered for sale on AS IS WHERE IS basis AND NO CLAIM BASIS, Ex- works owners and where they are stacked. Material are 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. The material offered for sale can be inspected during 10 AM to 4 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.
5) 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. The material as offered has to be lifted by the buyer
6) 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
7) 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

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exclusive of Local taxes. 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. 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.

8) GST rates as indicated in this e-auction 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.

9) The successful bidders shall submit Earnest Money Deposit by preferably On-line mode or through Bank Draft in favor of GATEWAYRAIL FREIGHT LTD payable at respective city of that terminal of GATEWAYRAIL FREIGHT LTD where the bid belongs to, within seven days of e-auction/Lot being declared SOLD including the date of declaration of result by MSTC. For online payment, account details of GATEWAYRAIL FREIGHT LTD are - Name - GATEWAYRAIL FREIGHT LTD, Bank Name HDFC BANK LTD, Branch G.K-1, Branch Code 0092, Address-B-54/A,G.K-1, CITY-NEW DELHI, IFS Code HDFC0000092, Bank A/c No. 00920350000024.. The EMD must be @25% of the net sale value quoted (excluding GST & duties) against each lot. Upon receipt of EMD within the time prescribed by GATEWAYRAIL FREIGHT LTD , a detail of such payments shall be provided to MSTC. Sale Order/ Acceptance Letter will be issued by MSTC only after confirmation of FINAL Result from GATEWAYRAIL FREIGHT LTD 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. 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 GATEWAYRAIL FREIGHT LTD.

10) FINAL PAYMENT: The balance payment of each lot of materials along with applicable GST and other relevant taxes must be paid by the buyer to GATEWAYRAIL FREIGHT LTD directly in one instalment within 10 days from the date of Sale Letter/Order issued by MSTC (including the date of issuance of such letter). The Sale letter/Order shall clearly specify the break-up as well as the method of payments (on-line mode and/or bank draft).

11) On receipt of full payment by GATEWAYRAIL FREIGHT LTD and service charge by M/s MSTC Ltd, delivery order shall be issued by M/s MSTC Ltd with a duplicate copy to GATEWAYRAIL FREIGHT LTD.

12) 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.

13) Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter. If there is a default in

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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. GATEWAYRAIL FREIGHT LTD will re-auction the lot accordingly.

14) 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 GATEWAYRAIL FREIGHT LTD directly either through online or through bank draft.

15) DELIVERY PERIOD: The successful bidders shall lift the specified material lying in the lot allotted to them by employing their own labour and transport at their own cost within 10 Days (Ten Days) from the date of Release order issued on behalf of the Delivery Order issued by MSTC (including date of issuance of Delivery order). On the basis of delivery order, GATEWAYRAIL FREIGHT LTD 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.

16) Customers are required to lift the material completely with whatever faults and flaws in description or otherwise and without any selection or sorting of the material and on clean sweep basis as to clear site/ container within the specified time limit, failing which TSC will be charged from bidder @ Rs 500/- per Tue and per Lot (in case of scrap/other used items) or part thereof beyond free lifting time period (delivery period) on per day basis and up to maximum 60 days along with GST or other relevant taxes. Such TSC shall directly be deposited to GATEWAYRAIL FREIGHT LTD by bidder either through online mode or bank Draft. If bidder does not lift the cargo even after expiry of 60 days grace time, the sale stand cancelled & all the payment made by bidder/buyer shall be forfeited without any further notice to bidder and subsequently material /cargo will be re-auctioned.

17) 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

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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.

18) Bidders/ Tenderers 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.

19) 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. GATEWAYRAIL FREIGHT LTD is not bound to accept highest offer.

20) 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.

21) DISPUTES: In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by the GATEWAYRAIL FREIGHT LTD 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 and shall be paid in advance to the auctioneer. 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 / New Delhi only.

22) Delivery of commodities requiring clearance from other regulatory agencies like CFL, P&Q, PSIC,ADC, Chemical examiner, Police deptt. and other agencies etc. will be effected only after obtaining the requisite clearances and cost of such certificate/NOC/clearance will be extra or bidder may get it done at their own cost.

23) 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 ICD premises on production of a Gate Pass issued from the respective ICD.

24) 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 Saturday (except 2nd Saturday) during normal working hours i.e 1000 hrs to 1800 hrs. The

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delivery will not be effected on Saturdays/Sundays and Gazetted holidays or holidays observed at the ICD. 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.

25) The representatives of Customs and GATEWAYRAIL FREIGHT LTD and Security Department in the presence of the purchaser will jointly witness delivery of the material. In the event of purchasers failure to do so GATEWAYRAIL FREIGHT LTD shall in no case be responsible for any shortage and shall not under any circumstances make good the deficiency.

26) GATEWAYRAIL FREIGHT LTD 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 auction.

27) In case of accidents etc. to the bidder/labour/or his representatives GATEWAYRAIL FREIGHT LTD /MSTC will not at any time be responsible for any injuries caused due to accident within GATEWAYRAIL FREIGHT LTD 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.

28) GATEWAYRAIL FREIGHT LTD /MSTC will not be liable for any claim and bidder shall keep GATEWAYRAIL FREIGHT LTD /MSTC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

29) 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.

30) Once the goods have been made over to the purchaser, GATEWAYRAIL FREIGHT LTD Administration shall not accept any responsibility whatsoever for the safe guarding of the purchased goods.

31) The material will remain GATEWAYRAIL FREIGHT LTD `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. GATEWAYRAIL FREIGHT LTD 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.

32) GATEWAYRAIL FREIGHT LTD. 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.

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