

auCTION

DETAILS



AUCTION DETAILS

Auction no	MSTC/NRO/DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED/1/GANAUR/24-25/19022[449465]	
Opening date & time	06-08-2024::11:00:00	
Closing date & time	Scheduled Time 06-08-2024::15:00:00	Closed At 06-08-2024::15:00:00
Inspection from date inspection	26-07-2024	
Closing date	05-08-2024	
Auto extension(in minutes)	8	
Auction Status	Not activated	

SELLER DETAILS

Seller /company name	Delhi International Cargo Terminal Private Limited
Location	Ganaur
Street	Village Panchi Gujran, Ganaur Sonipat, Haryana, 131 101
City	Ganaur 131 101
Country	India
Telephone	83968 00411
Fax	0130-3053 400
Email	brajeshs@jmbaxi.com
Contact person	Brajesh Kumar Saxena

LOT NO[PCB GRP]/ LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION	Bid Valid Till (DD-MM-YYYY)
Lot no. : 1.0 Lot Name : Cont. No-FCIU2972911, SCRAP METAL AND SCRAP ENGINES 1 X 2006, etc.	SCRAP METAL AND SCRAP ENGINES 1 X 2006 USED HONDA ODYSSEY - IN PIECES - SCRAP - Container No : FCIU2972911 S. Line : CMA CGM Size : 20 Cargo weight (in MT) : 4.4 No of pkgs : 9	1.0 Lot	As Applicable / 18.0%	Panchi Gujran, Tehsil - Ganaur, Dist Sonapat, State: Haryana	02-02-2025

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LOT NO[PCB GRP]/ LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION	Bid Valid Till (DD-MM-YYYY)
Lot No. : 2 Lot Name : Cont. No-MSDU7933353, PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310	PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310 Container No : MSDU7933353 S. Line : MSC Mediterranean Shipping Co. S.A. Size : 40 Cargo weight (in MT) : 25.6 No of pkgs : 52	1.0 Lot	As Applicable / 5.0%	Panchi Gujara, n, Tehsil - Ganaur, Dist Sonapat State: Haryana	02-02-2025
Lot No. : 3 Lot Name : Cont. No-MSMU5489502, PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310	PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310 Container No : MSMU5489502 S. Line : MSC Mediterranean Shipping Co. S.A. Size : 40 Cargo weight (in MT) : 25.6 No of pkgs : 53	1.0 Lot	As Applicable / 5.0%	Panchi Gujara, n, Tehsil - Ganaur, Dist Sonapat State: Haryana	02-02-2025
Lot No. : 4 Lot Name : Cont. No-TCNU1568705, PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310	PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310 Container No : TCNU1568705 S. Line : MSC Mediterranean Shipping Co. S.A. Size : 40 Cargo weight (in MT) : 25.8 No of pkgs : 55	1.0 Lot	As Applicable / 5.0%	Panchi Gujara, n, Tehsil - Ganaur, Dist Sonapat State: Haryana	02-02-2025



LOT NO[PCB GRP]/ LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION	Bid Valid Till (DD-MM-YYYY)
Lot No. : 5 Lot Name : Cont. No- FFAU1712337, PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310	PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310 Container No : FFAU1712337 S. Line : MSC Mediterranean Shipping Co. S.A. Slze : 40 Cargo weight (in MT) : 25 No of pkgs : 56	1.0 Lot	As Applicable / 5.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonapat State: Haryana	02-02-2025
Lot No. : 6 Lot Name : Cont. No- TGBU7980330, PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310	PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310 Container No : TGBU7980330 S. Line : MSC Mediterranean Shipping Co. S.A. Size : 40 Cargo weight (in MT) : 23 No of pkgs : 52	1.0 Lot	As Applicable / 5.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonapat State: Haryana	02-02-2025
Lot No. : 7 Lot Name : Cont. No- TXGU5437590, PREMUTILATED AND FUMIGATED MIXED RAGS HS 6310	PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310 Container No : TXGU5437590 S. Line : MSC Mediterranean Shipping Co. S.A. Size : 40 Cargo weight (in MT) : 25.6 No of pkgs : 53	1.0 Lot	As Applicable / 5.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonapat State: Haryana	02-02-2025



LOT NO[PCB GRP]/ LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION	Bid Valid Till (DD-MM-YYYY)
Lot No. : 8 Lot Name : Cont. No-MSDU5811947, PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310	PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310 Container No : MSDU5811947 S. Line : MSC Mediterranean Shipping Co. S.A.. Size : 40 Cargo weight (in MT) : 25.9 No of pkgs : 51	1.0 Lot	As Applicable / 5.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonepat State: Haryana	02-02-2025
Lot No. : 9 Lot Name : Cont. No-AXIU1606241, PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310	PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310 Container No : AXIU1606241 S. Line : MSC Mediterranean Shipping Co. S.A.. Size : 40 Cargo weight (in MT) : 25.9 No of pkgs : 48	1.0 Lot	As Applicable / 5.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonepat State : Haryana	02-02-2025
Lot No. : 10 Lot Name : Cont. No-UACU5290975, PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310	PRE MUTILATED AND FUMIGATED MIXED RAGS HS 6310 Container No : UACU5290975 S. Line : HAPAG LLOYD AKTIENGESSELLSCHAFT Size : 40 Cargo weight (in MT) : 25.4 No of pkgs : 55	1.0 Lot	As Applicable / 5.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonepat State : Haryana	02-02-2025
Lot No. : 11.0 Lot Name : Cont No-FFAU1082140, USED KOMORI BRAND TWO COLOR OFFSET PRINTING MACHINE, etc	Used KOMORI brand two color offset printing machine straight KOMORI MATIC SIZE32X44 MODELL244 SERIAL127 YEAR1988 H S code 8443.13 8 Container No : FFAU1082140 S. Line : Korea Marine Transport Co. Ltd Size : 40 Cargo Weight (In MT) : 25.5 No of Pkg : 8	1.0 Lot	As Applicable/ 18.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonepat State : Haryana	02-02-2025

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LOT NO[PCB GRP]/ LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION	Bid Valid Till (DD-MM-YYYY)
Lot No. : 12 Lot Name : Cont No- MSMU5999208,TGBU 4054490,TGBU558137 2 WASTE PAPER PERCHAMNET PAPER	1) WASTE PAPER PERCHAMNET PAPER HS CODE 47079000 Cont. No : MSMU5999208 S Line : MSC Size : 40 2) WASTE PAPER PERCHAMNET PAPER HS CODE 47079000 Cont. No : TGBU4054490 S Line : MSC Size : 40 3) WASTE PAPER PERCHAMNET PAPER HS CODE 47079000 Cont. No : TGBU5581372 S Line : MSC Size : 40 Cargo weight (In MT) : 60 No of pkg : 60	1.0 Lot	As Applicable/ 5.0%	Panchi Gujaran, Tehsil - Ganaur, Dist	02-02-2025
Lot No. : 13 Lot Name : Cont No - MRSU5657308, MSKU9541378, WASTE PAPER, etc	1) WASTE PAPER - PCMC HS CODE : 47079000 Cont. No : MRSU5657308 S Line : MAERSK A/S. Size : 40 2) WASTE PAPER - PCMC HS CODE: 47079000 Cont. No : MSKU9541378 S Line : Maersk A/S. Size : 40 Cargo weight (In MT) : 46 No of pkg : 87	1.0 Lot	As Applicable / 5.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonapat State: Haryana	02-02-2025
Lot No. : 14 Lot Name : Cont No - FANU1023877, PLASTIC LUMPS H.S.CODE : 39011010	PLASTIC LUMPS H.S.CODE : 39011010 Container No : FANU1023877 S Line : Hapag Lloyd Size : 40 Cargo Weight (In MT) : 6.7 No of Pkg : 20	1.0 Lot	As Applicable/ 18.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonapat State: Haryana	02-02-2025

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LOT NO[PCB GRP]/ LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION	Bid Valid Till (DD-MM-YYYY)
Lot No. : 15 Lot Name : Cont No- CSLU2002474,FCIU48 01939,TEMU4029501, etc,	CALCITE MINERAL POWDER HS CODE : 25309030 Cargo weight (In MT) : 275 No of pkg : 11000 As Per Lot Annexure	1.0 Lot	As Applicable / 5.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonapat State: Haryana	02-02-2025
Lot No. : 17 Lot Name : Cont No- APHU6971648, APHU7349238, CMAU6947228,etc, As per lot annexure	LIGHT METAL SCRAP HS CODE : 720449, As per lot annexure Cargo weight (In MT) : 197.6 No of pkg : 456	1.0 Lot	As Applicable / 18.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonapat State :Haryana	02-02-2025
Lot No. : 18 Lot Name : Cont No- TEMU8994410,LEFT OVER STOCK OF PLASTIC FILM IN MIX SIZES AND MICRONS	LEFTOVER STOCK OF PLASTIC FILM IN MIX SIZES AND MICRONS Container No : TEMU8994410 S Line : Korea Marine Transport Co. Ltd Size : 40 Cargo weight (In MT) : 22.98 No of pkg : 567	1.0 Lot	As Applicable / 18.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonapat State :Haryana	02-02-2025
Lot No. : 19 Lot Name : Cont No- TXGU6051934, LEFTOVER STOCK OF PLASTIC FILM IN MIX SIZES AND MICRONS	LEFTOVER STOCK OF PLASTIC FILM IN MIX SIZES AND MICRONS Container No : TXGU6051934 S Line : Korea Marine Transport Co. Ltd Size : 40 Cargo weight (In MT) : 23.87 No of pkg : 644	1.0 Lot	As Applicable / 18.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonapat State: Haryana	02-02-2025
Lot No. : 20 Lot Name : Cont No- HASU4772375, GLASS AMPOULE HS CODE 70101000	GLASS AMPOULE HS CODE 70101000 Container No : HASU4772375 S Line : MAERSK A/S. Size : 40 Cargo weight (In MT) : 14.7 No of pkg : 927	1.0 Lot	As Applicable / 18.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonapat State : Haryana	02-02-2025



LOT NO[PCB GRP]/ LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION	Bid Valid Till (DD-MM-YYYY)
Lot No. :21 Lot Name : Cont No-CAIU4953070,LEFT OVER STOCK OF PLASTIC FILM IN MIX SIZES AND MICRONS	LEFTOVER STOCK OF PLASTIC FILM IN MIX SIZES AND MICRONS (some Packages Tarpaulin) Container No : CAIU4953070 S line : Korea Marine Transport Co. Ltd Size : 40 Cargo weight (In MT) : 23.85 No of Pkg : 465	1.0 Lot	As Applicable / 18.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonepat State : Haryana	02-02-2025
Lot No. :22.0 Lot Name : Cont No-SEGU5560239,LEFT OVER STOCK OF PLASTIC FILM IN MIX SIZES AND MICRONS	LEFTOVER STOCK OF PLASTIC FILM IN MIX SIZES AND MICRONS (some Packages Tarpaulin) Container No : SEGU5560239 S Line : Korea Marine Transport Co. Ltd Size : 40 Cargo weight (In MT) : 23.72 No of pkg : 344	1.0 Lot	As Applicable / 18.0%	Panchi Gujaran, Tehsil - Ganaur, Dist Sonepat State : Haryana	02-02-2025

Total No of Lots = 21
SPECIAL TERMS & CONDITION

[CLICK HERE FOR ALL LOTS PHOTOS](#)

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SPECIAL TERMS & CONDITION

1. Rags cargo - Rags fumigation certificate is required at the time of cargo delivery.
2. Scrap/Waste Paper - The PCB certificate is required.
3. THC charges - Rs 4,250/- for twenty feet and 6,450/- for forty feet plus applicable GST.
4. Labour charges- Rs. 100/- PMT
5. The loading charges of additional equipment will be applicable on SSR basis
6. Buyers of waste papers will need to submit pollution control board license and end user certificate from end user company.
7. Leftover Stock of Plastic Film - The EPR Certificate copy is required.

Quantities, Quality, sizes measurements, numbers and weights wherever stated are approximate. However, the actual quantity in turn may turn out to be more or less than the estimated quantity. In the event of actual 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 account. If case where the UOM is LOT, the material as offered has to be lifted by the buyer on AS IS WHERE IS BASIS and no excess/short lifting shall be taken into account.

Seller will indicate start price and minimum increment for each lot prior to the commencement of the auction.

Pre-bid payment method :

For participation in this e-auction, interested bidders need to deposit Pre-Bid Emd as per e-Auction terms & conditions with MSTC before the close of e - auction as per the procedure below.

- Bidders after successful login will access pay Pre-Bid emd link at their homepage to make pre-bid payment through RTGS/NEFT.
- Credit of Pre-Bid EMD shall be given to the bidder only after receipt of payment in specific H.O. Account and after updation of such information in the e- auction website. This may take some time as per banking process and hence bidders, in their own interest, are advised to submit the pre-bid emd amount well in advance to avoid any last-minute problem.
- Pre-Bid EMD must be paid by the bidder (NEFT/RTGS) through the above stated link only otherwise the pre-bid activation will not work. Refund to non H1 bidder as per their online request will also be processed from H.O. Within 3 working days from the date of refund request.

MSTC help desk :

011 23212357, 011 23215163, 011 23217850, helpdeskho@mstcindia.in For any query please contact at MSTC, Delhi
Mr PUSHKAR HAJELA, AM, Mobile No : 8277567732 nroopn11@mstcindia.in

Seller - Delhi International Cargo Terminal Private Limited

Sh.Brajesh Saxena, Mobile - 83968 00411, brajeshs@jmbaxi.com
Sh. Aakash Chokker , Mobile - 88608 57388, aakashc@jmbaxi.com

Modes of payment :

All the payment in favour of Principal, including EMD and balnce material value payment (excluding service charge and IT TDS) and taxes are to be made by NEFT / RTGS in favour of DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED in the following account details:

www.jmbaxi.com



Bank Name	: YES BANK	Branch	: PANIPAT
A/c No	: 007081400000021	IFS Code	: YESB0000070

Payment to MSTC:

- Buyers are instructed to make MSTC Payment through E-Payment mode ONLY. NO other mode of payment will be accepted.
- The sale is through e-Tender cum e-Auction method. In case of e-Tender interested buyers can submit their bid through e-Tender only once. Buyers may however simultaneously register their participation in the auction through e-auction methodology.

In terms of the Government Directives (Under Section 48 of the Customs Act, 1962) Associated Container Terminals Limited is organizing an online e- tender cum-auction of Unclaimed/Un-cleared Import Cargo.

1. The Contract shall be treated as having been entered into as soon as the digitally signed Sale Order/Acceptance Letter is issued by MSTC. The period of contract shall be of sixty days from the date of last delivery order by MSTC against full payment made by the party. The contract shall be deemed to be complete as soon as the area is cleared of the entire material allotted or on completion of the period of contract as mentioned above, whichever is earlier.
2. The rates must be offered ON UNIT BASIS FOR EACH LOT SEPARATELY NOT PART THEREOF i.e. in Rupees per unit only. Bid has to increased in multiples of INR 1000/-. The rate must be quoted exclusive of GST or other relevant taxes. These will be charged extra from the buyer, as applicable. Goods are sold on "AS IS WHERE IS" & "NO COMPLAINT BASIS". Quantities, qualities, sizes, measurements, number and weights whether displayed on the system, at the time of online e-Auction Sale or specified in the Sale List are sold on the assumption that the Bidders have inspected the same and know what they are buying. The principle of caveat emptor will apply. The Auctioneers / DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED do not give any guarantee or warranty or undertake any responsibility for the make, manufacture, description, quantity, quality, condition, size, weight, grade, accuracy, soundness, completeness etc. of the goods mentioned in the Sale List or displayed in the system. SELLER/MSTC shall not be responsible in any manner and shall not take any complaint about the quality, quantity, size, measurement, number and weight etc. once the auction is over. In case buyers come across any material beyond the scope of the description of material ,the same shall be informed to MSTC/SELLER in advance and prior to the commencement of the auction. The material offered for sale can be inspected during 11 AM to 5 PM on the inspection dates available in the catalogue. Where specimen samples are shown it has to be clearly understood that the quality of the material inside the container/boxes/carton/bales/cases etc may not necessarily be of exact quality, quantity, weight, size, dimension, specification, features etc. Bidders are not allowed to take the sample from the lot unless otherwise specified.
3. No sale shall be invalidated by reason of any defect or default in any of the lots or on account of any of the lots being inadequately described and no compensation shall be paid in respect of such default or deficiency of description.
4. All displays during the auction including display of any additional conditions or corrections in the Sale List (errata list) and / or additions or deletions of items being offered for sale are being done with the consent and knowledge of DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED and it is binding on the bidders.
5. Subject to the reserve price fixed by the persons authorized by DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED in this regard, all sales shall be made to the highest bidder on "AS IS WHERE IS" basis.
6. M/s. MSTC Ltd runs its business on the basis of a website. DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED and M/s MSTC Ltd will not be held responsible for any failure of power, network, server, hosting server, internet connecting, ISP or otherwise at Bidder's end.
7. All the consignments will be sold on LOT BASIS or part thereof. Goods may be sold in one or more lots as found suitable and convenient and / or advantageous in the opinion of DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED or officers authorized by its present at the sale.



9. DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED reserves the right to withdraw any lot or part thereof from the sale at any time before its actually physically delivered without disclosing the reason for such withdrawal. However, if any payment has been made for such lot, it would be refunded without any interest thereon.
10. The highest bid will be taken only on subject to confirmation (STC) basis. After closure of the auction, the lots which are accepted by DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED as highest bid will be intimated to the successful/ highest bidder by M/s. MSTC Ltd. only through e- mail (subject to approval from Customs Department)
11. After approval / assessment order received from Customs department successful bidder will be informed by M/s MSTC Ltd. only through e-mail.
11. Immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Successful Bidder. The bidders must always keep their registered email account valid, failing which bidders will be liable for non-compliance of payment/delivery instructions if issued by MSTC/SELLER from time to time. Bidders can then check the Auction Lot Status, online (which will be displayed up to 7 (Seven) days from the date of Closing of e-Auction (excluding the date of closing of e-Auction)) and then, the Bidders can make the Post-Bid EMD/SD related payments accordingly. If the successful bidder fails to pay post bid emd (if any), the 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.
12. In case the entire process of auction is not concluded within 180 days of the commencement of auction, the custodian shall inform the bidder about further extended time which may be required to conclude the auction process. Where ever, the bidder indicates his unwillingness to wait further, his successful bid will be cancelled and the earnest money, if any deposited with the custodian by the bidder will be returned to the bidder. Otherwise, the auction process shall be concluded within the extended time conveyed to the bidder.
13. After the submission of bid(s) by the Buyer, a presumption would be drawn that the buyer has inspected the material and has satisfied himself about the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to the e-auction. No complaint, whatsoever, on the points referred above, would be entertained after the submission of the bid.
14. Post-Bid EMD/SD will be @ 25% of the Sale Value for Lots Sold on Confirmed basis and 25% of the sale value for the Lots under STA (Subject To Approval) Basis. The H1 buyers for Lots under STA basis have to submit Post Bid EMD after approval from seller. The bidders would be given 7 days from the date of Approval/Acceptance of the lot to deposit the EMD payment. Payment towards material value and other dues is to be deposited as stipulated in Sale order/Acceptance Letter. If there is a default in payment as per T&C, 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.

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.

15. In case the successful Bidder fails to pay post bid EMD/SD, their accounts will be deactivated immediately
16. **PAYMENT OF BALANCE MONEY :** The Purchaser shall pay balance of the purchase price along with applicable duties and taxes within ten (10) working days from the date of issue of sale order in lieu of approval of DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED / Custom. The payment will be made in two parts: (i) to MSTC for (2.25%+GST-TDS) + IT TDS and (ii) to DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED for 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 Associated Container Terminals Limited only. Associated Container Terminals Limited or MSTC in consultation with Associated Container Terminals Limited 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.



17. If no intimation about the highest bid reaches the Bidder for reasons beyond our control, the Bidders are expected to make efforts to find out status of their bid. It is explicitly made clear that non-receipt of intimation should not be an excuse for non-payment and EMD will be forfeited if the highest/successful bidder fails to pay the full and final payment before the due -date.
18. The intimation of Confirmed Acceptance of Bid, Bank Challan & Gate Pass will be issued only in the name of the Bidder as is recorded in the Delivery Order issued by M/s MSTC Ltd. Any further correspondence will be only with the Bidders on his name and address as recorded with M/s MSTC Ltd. Kindly note, change in Bidder"s Name shall not be considered.
19. All bids invited are for the material value accruable to DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED (inclusive of service charge to be paid by DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED to MSTC. All and relevant taxes, levies, etc. as may be applicable to the auctioned lots except the Customs Duty shall be payable by the bidder and these taxes shall be treated as extra and are expected to be paid before taking delivery.
20. GST will be charged extra from the Bidder, as applicable. However, if the bid is offered as mixed lot, attracting different rates of GST then the highest rate of GST will be applicable/charged for the whole lot. GST rates mentioned in this catalogue are only indicative. Actual GST rates as applicable on the date of lifting shall be applicable.
21. After conclusion of the bidding till the actual delivery, the goods shall remain with DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED at the sole risk and cost of the successful Bidder in all respect and the Bidder should take the delivery at his own expenses within seven (7) working days from the Release Order issued by DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED based on the Delivery Order issued by MSTC Ltd. To complete delivery within the working hours all loading must be completed half an hour before the closing time. The Bidders/Customers workmen shall have to abide by the rules and regulation including safety and security regulation of the relevant statutory acts. Labour and transport shall be arranged by the bidder at their own cost.

The commercial is as under

Delivery charges Rs.100/- PMT (labour plus fork lift), utilisation of additional equipment will be extra as

Minimum Rs.1200/- or Rs.150/- PMT.

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 day of lifting.

22. Should the original Bidder wish to take delivery of the goods through a CHA or his representative, he must authorize his representative through a letter of authority, which shall be presented to DELHI INTERNATIONAL CARGO TERMINAL PRIVATE LIMITED. Delivery by proxy will be at the bidder's sole risk and responsibility and no claim of whatsoever nature shall lie against ALLCARGO LOGISTICS PARK PVT. LTD on account of this. When the goods are sold by weight, the bidder will be required to make his own arrangements to provide weighing scale, labor for weighing of the lots at the site of delivery and shall remove the goods after the actual weight is ascertained.
23. **DEFAULT IN LIFTING :** Customers are required to lift the material completely on clean sweep basis as to clear site failing which ground rent will be charged. Ground Rent @1% per week or part thereof beyond free lifting period as detailed above will be levied and 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 seller. 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 sole discretion of 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 will be automatically cancelled and SD amount will be automatically forfeited. The buyer shall have no right to claim whatsoever on the material remaining unlifted.



24. The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the Live eAuction 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 eAuction Registration with MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's eAuction 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 eAuction Website and clicking on NEW USER. Participation in the eAuction 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.
25. The Principal/Owner of the materials reserves the right to withdraw at any stage the sale of any 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. 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.
26. 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
27. 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
28. When goods sold are not available by any reason for delivery, amount received against sale will be refunded to the respective Bidder without any interest. The decision of the Associated Container Terminals Limited will be final and binding on the bidder in this regard.
29. **Dispute Resolution:** In event of any dispute arising out of this e-tender cum auction, same shall be referred for resolution to a sole arbitrator to be appointed by MSTC Ltd. under the provisions of the Arbitration and Conciliation Act, 1996. Before the appointment of arbitrator, intimation shall be given to all parties concerned. The venue of the arbitration process shall be New Delhi and the language of the arbitration process shall be English. The decision of the sole arbitrator shall be binding on the parties. Courts at New Delhi shall have exclusive jurisdiction to adjudicate disputes arising out of this e-tender cum auction.
30. 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.
31. 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.
32. 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.

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