

Auction Details		
Auction No	MSTC/NRO/ASSOCIATED CONTAINER TERMINALS LIMITED/1/BALLABGARH/23-24/42102[415920]	
Opening Date & Time	20-01-2024::11:00:00	
Closing Date & Time	Scheduled Time <u>20-01-2024::15:00:00</u>	Closed At <u>20-01-2024::15:00:00</u>
Inspection From Date	15-01-2024	
Inspection Closing Date	16-01-2024	
Auto Extension(In minutes)	8	
Auction Status	Not Activated	

Seller Details	
Seller /Company Name	ASSOCIATED CONTAINER TERMINALS LIMITED
Location	BALLABGARH
Street	ICD, SECTOR 59,
City	FARIDABAD-121004
Country	INDIA
Telephone	01294259300
Fax	01294259311
Email	admin@actlindia.com
Contact Person	S.K. SHARMA

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/(ST/VAT)	LOCATION	Bid Valid Till (DD-MM-YYYY)
Lot No. :1 Lot Name : Texture Polyester Fabric for lining, Container No : CAIU 6658623/40	Texture Polyester Fabric for lining Container No : CAIU 6658623/20ft Quantity : (Approx.) 16370 Kgs	1.0 LOT	As Applicable /As Applicable	Associated Container Terminals Limited ICD, Sector-59, Faridabad 121004 State :Haryana	18-07-2024
Lot No. :2 Lot Name : MS Screw type fastners And ficture of assorted types	MS Screw (type fastners & ficture) of assorted types Container No : CMAU 1950996/20ft Quantity : (Approx) 1328, Crtn, wt : 24640 Kgs	1.0 LOT	As Applicable /As Applicable	Associated Container Terminals Limited ICD, Sector-59, Faridabad 121004 State :Haryana	18-07-2024
Lot No. :3 Lot Name : E-scooter	E-Scooter in knockdown condition without battery tyre	1.0 LOT	As Applicable /As Applicable	Associated Container	18-07-2024

in knockdown condition without battery tyre and charger	and charger Container No : CBHU 9571070/40ft Quantity : (Approx.) 612 Pkgs, weight : 10160 Kgs			Terminals Limited ICD, Sector-59, Faridabad 121004 State :Haryana	
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Total No of Lots = 3

SPECIAL TERMS & CONDITION

All the prospective bidders at the time of inspection and lifting of materials have to bring the original and photocopy of their Aadhaar Card and Buyers Identity Card issued from MSTC for making the entry passes in cargo premises.

With the implementation of Goods & Service Tax (GST) w.e.f. 01st July 2017 in India, VAT /Sales Tax will be discontinued and these taxes be subsumed in GST. GST will be payable on all goods (whether scrap or otherwise). Hence all Buyers having VAT Registration (TIN) need to register with GST for continuing transactions. Copy of certificate referring GST Registration Number needs to be submitted with MSTC for updating Buyer Registration details. MSTC/Seller will not be liable to issue any Sale Order / Delivery Order/ invoice etc wherever GST Registration Number is not submitted.

CONTACT DETAILS:

MSTC LTD, New Delhi
 Mrs. Rupali Pandey, DM
 email: rpandey@mstcindia.co.in , nroopn11@mstcindia.in

Associated Container Terminals Limited

Mr. S.K. Sharma
 email id: admin@actlindia.com
 Mob: +91-9811470209, Tel: 0129-4259300

MODES OF PAYMENT:

All the payment in favour of Principal, including EMD and balance material value payment (excluding service charge) and taxes are to be made by Demand draft of any Scheduled / Nationalized Bank drawn in favour of Associated Container Terminals Limited or as per the following account details:

Name: Associated Container Terminals Limited
 Bank Name: State Bank Of India.
 Branch: Greater Kailash II, New Delhi.
 Bank A/c No.: 10670626520.
 IFS Code: SBIN0008441

PAYMENT TO MSTC

Buyers are instructed to make payments through NEFT/RTGS/on-line mode ONLY. NO other mode of payment will be accepted.

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.. The rates must be offered ON UNIT BASIS FOR EACH LOT SEPARATELY NOT PART THEREOF i.e. in Rupees per unit of measurement only. 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 / Associated Container Terminals 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. Associated Container Terminals Limited 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.**
- 2. 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.**
- 3. 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 Associated Container Terminals Limited and it is binding on the bidders.**
- 4. Subject to the reserve price fixed by the persons authorized by Associated Container Terminals Limited in this regard, all sales shall be made to the highest bidder on "As is where is" basis.**
- 5. M/s. MSTC Ltd runs its business on the basis of a website. Associated Container Terminals 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.**
- 6. 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 Associated Container Terminals Limited or officers authorized by its present at the sale.**
- 7. Associated Container Terminals Limited reserves the right to withdraw any lot or part thereof from the sale at any time before it's 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.**
- 8. The highest bid will be taken only on subject to confirmation (STC) basis. After closure of the auction, the lots which are accepted by Associated Container Terminals 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).**
- 9. After approval / assessment order received from Customs department successful bidder will be informed by M/s MSTC Ltd. only through e-mail.**
- 10. 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.**
- 11. 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. Whereever, 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.**
- 12. 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.**
 - 13. 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. Post-Bid EMD/SD are adjustable towards material value. However Sale Order will be issued only after confirmation has been received from Associated Container Terminals Limited/ Customs.**
 - 14. In case the successful Bidder fails to pay post bid EMD/SD, their accounts will be deactivated immediately. If the last date of payment happens to be the Bank/MSTC Holiday, the payment will be accepted on the next day. Although immediately after closing of e-Auction, a system generated automatic Sale Intimation Letter will be issued by e-mail to the Successful Bidder it must be noted by the Bidders that such Sale Intimation Letter will be issued by MSTC only for the purpose of record and payment of Post-Bid EMD/SD will have to be made within the stipulated time. Bidders must, therefore keep a watch on their incoming e-mail. No hard copy of the Sale Intimation Letter (on Confirmed or STA basis) will be issued by MSTC.**
 - 15. PAYMENT OF BALANCE MONEY: The Purchaser shall pay balance of the purchase price within ten (10) working days from the date of issue of sale order in lieu of approval of Associated Container Terminals Limited/ Custom. The payment will be made in two parts: (i) To MSTC – (2.25%+GST on Material Value)-TDS + 1% IT TDS and (ii) to Associated Container Terminals 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. In case the buyer has deposited post-bid EMD/SD for the lot but fails to deposit balance payment, his/her EMD payment will stand forfeited.**
 - 16. 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.**
 - 17. The intimation of Confirmed Acceptance of Bid &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.**
 - 18. All bids invited are for the material value accruable to Associated Container Terminals Limited (inclusive of service charge to be paid by Associated Container Terminals 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.**
 - 19. 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.**
 - 20. After conclusion of the bidding till the actual delivery, the goods shall remain with Associated Container Terminals 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 Associated Container Terminals Limited**

- based on the Delivery Order issued by MSTC Ltd. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time.
21. **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 Associated Container Terminals Limited. Delivery by proxy will be at the bidder's sole risk and responsibility and no claim of whatsoever nature shall lie against Associated Container Terminals Limited 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, labour for weighing of the lots at the site of delivery and shall remove the goods after the actual weight is ascertained.**
 22. **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.**
 23. **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.**
 24. **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.**
 25. **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.**
 26. **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.**
 27. **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.**
 28. **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 Associated Container Terminals Limited under the provisions of the Arbitration and Conciliation Act, 1996. 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.**
 29. **The successful bidders shall lift the cargo allotted to them by Associated Container Terminals Limited (ACTL) labour and transport may be arranged at their own cost. The cargo loading charges (labour) shall be Rs.70/- per MT plus handling charges Rs.1500/- for twenty feet container and Rs.3000/- for forty feet container as per ACTL public tariff. 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.

- 30. 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.**