



Cost of Document is Rs. 100/- (Rs. One Hundred Only).

Document No. _____

GATEWAY DISTRIPARKS LIMITED.

Container Freight Station, Sector 6, Dronagiri,

Uran Taluka, Navi Mumbai – 400707.

Tel: 022- -27246500 to 12. Fax: 022-27246538.

TENDER CUM ONLINE E-AUCTION SALE



Online Auction platform and Support Services Provided By:

MatexNet Pvt. Ltd.

711/712, Commodity Exchange,

Plot no: 2, 3 & 4, Sector-19,

Vashi, Navi Mumbai-400705.

Ph # 32579884/ 85/ 86

E Mail: mumbai@matexnet.com

Please visit www.matexnet.com before bidding for additional information.

MatexNet Pvt. Ltd. is an authorized e-commerce service provider for Gateway Distriparks Ltd. to obtain rates on-line through the its portal www.matexnet.com. The Sale & Purchase are made directly by seller & Buyers (Bidder/s). This is only for the purpose of intimation.

In terms of direction of Govt. of India, on behalf of M/s Gateway Distriparks Ltd, under section 48 of customs act 1962, MatexNet Pvt. Ltd. is organizing On-line Auction of Un-claimed/ Un-cleared Import Cargo subject to terms and conditions annexed hereto and as per schedule of programme given below.

SCHEDULE OF PROGRAMME

Inspection of Materials	On 05, 07, 08, 09, 10 & 12 December 2011 from 11:30 AM to 04:30 PM.
Submission of sealed tenders	By 14th December 2011 till 04:30 PM. ("TENDER BIDS LESS THAN MINIMUM BASE PRICE WILL BE REJECTED"). <i>Tender Box kept only at CFS Office.</i>
Venue for Inspection	Gateway Distriparks Ltd., Container Freight Station, Sector 6, Dronagiri, Taluka Uran, District Raigad, Navi Mumbai - 400 707.
Online Auction Date & Time	15th December 2011, Thursday 11:00 AM onwards. (Refer Time slot).
Opening of Sealed Tenders	15th December 2011, Thursday, around 02:00 PM. (After closure of On-Line Auction).
Pre-Paid EMD for Sealed Tender (Refundable)	10% of the bid value (excluding taxes & duties.) by DD/PO favouring Gateway Distriparks Ltd. payable at Mumbai.
Pre-Paid EMD (Refundable)	Rs.1,00,000/- (1 Lac) by way of P.O / D.D drawn in favour of Gateway Distriparks Ltd. payable at Mumbai.
For E-Auction, EMD collection closes on	Strictly at 4:30 PM on 14th December 2011 at the offices of MatexNet.

To BID for LOT basis. The rate of VAT/ Sales Tax or any other statutory levies surcharge etc. will be applicable Extra and payable by the Buyer as prevailing on the date of actual physical delivery of materials.

Payment and Delivery Details :

*Confirmation of the bid Acceptance is from GATEWAY DISTRIPARKS LTD. / Customs.

When bids are accepted on STC basis-10% Earnest Money Deposit within **3 (Three) working days** from the Date of Intimation.

Balance/final payment to be made within **3 (Three) working days** excluding the date of issue of Final Confirmation. These payments to be made at GATEWAY DISTRIPARKS LTD.'s office by DD/cash.

Delivery of goods to be taken after final payment & Custom clearance/Out of Charge, in case of delay ground rent will be charged after permissible three free working days.

Contact Details:**MatexNet Pvt. Ltd.****Mr. Govindarajan /Mr.Sachin**

New Mumbai-400 705

Help desk: 022-32579884/5/6. Fax: 27830277.

Gateway Distriparks Ltd.

Container Freight Station.

Mr Sanjeev Belagali, Sr.Executive (Operations)
(M): 9869864777.

Tel: 022-27246694 Fax: 022-27246538.

Note:**Delivery of all lots subject to Group NOC from Customs and Test Reports as Applicable.****Cargo details with Time Slot.**

Time Slot	Sr. No.	Lot No.	Container No	Size	Cargo Description	Approx Weight in Kgs.	Additional Information	Base Price	Increment Rate
11:00 AM TO 03:00 PM	1	G11-3	CLHU8497718	40'	2,357 NOS. OF CPT 21 ULTRA SLIM A51QGT420X01	20370	Total 36 Plts, Partly damage Cargo, Approx 1262 pcs, Approx 663 pcs found in OK condition but not tested, 599 pcs found partly damage condition, Made in Korea	50,000	5,000
	2	G11-5	REGU3102370	20'	STC:-DECORATIVE GLASS BALL EAR MUFFLE	23540	Ear Muffle - 52 Bags (1bag=100pkt , 1pkt=Approx 12 Pcs) Approx 62400 pcs. Glass Bowl - 800 Boxes, 1 box-50 pouch, 1 pouch-100 bowls, Approx 4000000 pcs	600,000	5,000
	3	G11-6	FCIU3279060	20'	PHOSPHORIC ACID	21630	64 drums, Solution 85% Technical Grade (NT.WT.330 Kg/drm)	800,000	10,000
	4	G11-7	REGU3121318	20'	PHOSPHORIC ACID	21630	64 drums, Solution 85% Technical Grade (NT.WT.330 Kg/drm)	800,000	10,000
	5	G11-8	REGU3161590	20'	PHOSPHORIC ACID	21630	64 drums, Solution 85% Technical Grade (NT.WT.330 Kg/drm)	800,000	10,000
	6	G11-10	MAEU6109742	40'	LDPE ELTEX MED PH27D630	76106	Total 2970 pkgs, 1 Bag = 25 Kgs Made in Norway	5,000,000	20,000
			MSKU8587667	40'	LDPE ELTEX MED PH27D630				
			PONU1261560	40'	LDPE ELTEX MED PH27D630				
	7	G11-9	MAEU6201817	40'	74.25MT LDPE ELTEX MED PH27D630	76106	Total 2970 pkgs, 1 Bag = 25 Kgs Made in Norway	5,000,000	20,000
			MSKU0409817	40'	74.25MT LDPE ELTEX MED PH27D630				
	PONU8237118		40'	74.25MT LDPE ELTEX MED PH27D630					
8	G10-21	TMLU1242943	20'	METHYL ACETO ACETATE - Solution 35%	20000	TANK Container, Solution 35% , Make Oman Chemicals	0	10,000	
9	G9-56	ILCU 5226793	20'	IRON POWDER	27540	Indian Standard Less 65.2%(Iron) Goods are in plastic Bags	0	2,000	
10	G-3	TRLU 7378828	40'	ORAL CONTRACEPTIVE PILLS/TABLETS	9010	Oralconex - F, Mfg date - 06/2007 Exp date - 05/2012 , 1 pack=3 blister strips = 48 tablets, 1 Ctn =	0	1,000	

11:00
AM
TO
03:00
PM

						240 packs x 2, Make Fame Care Ltd(India)		
11	G-4	CMAU 5207063	40'	ORAL CONTRACEPTIVE PILLS/TABLETS	8780	Oralconex - F, Mfg date - 06/2007 Exp date - 05/2012 , 1 pack=3 blister strips = 48 tablets, 1 Ctn = 240 packs x 2, Make Fame Care Ltd(India)	0	1,000
12	G11-11	PCIU2667461	LCL	PP CUTTING BOARD	8640	900 pkgs, 1 box = 12pcs, Marking - Nayasa India	400,000	5,000
13	G10-9	GATU0712621	LCL	TIMKEN SPHERICAL ROLLER BEARING	433	2 PLT - Dimension 80 x 60 x 54,	200,000	5,000
14	G10-10	GATU0712621	LCL	TIMKEN SPHERICAL ROLLER BEARING	535	3 PLT - Dimension 80 x 60 x 54,	250,000	5,000
15	G10-11	TGHU7817833	LCL	TIMKEN SPHERICAL ROLLER BEARING	281	1 PLT - Dimension 80 x 60 x 96,	150,000	5,000
16	G10-12	CLHU2882717	LCL	TIMKEN SPHERICAL ROLLER BEARING	511	2 PLT - Dimension 80 x 60 x 54,	350,000	5,000
17	G10-13	CLHU2882717	LCL	TIMKEN SPHERICAL ROLLER BEARING	841	3 PLT - Dimension 80 x 60 x 54,	400,000	5,000
18	G10-14	TGHU7817833	LCL	TIMKEN SPHERICAL ROLLER BEARING	639	3 PLT - Dimension 80 x 60 x 54,	200,000	5,000
19	G10-15	CLHU2882717	LCL	TIMKEN SPHERICAL ROLLER BEARING (2 PLT)	639	2 PLT - Dimension 80 x 60 x 54,	300,000	5,000
20	G10-16	CLHU2882717	LCL	TIMKEN SPHERICAL ROLLER BEARING (3 PLT)	426	3 PLT - Dimension 80 x 60 x 54,	200,000	5,000
21	G10-17	CLHU2882717	LCL	TIMKEN SPHERICAL ROLLER BEARING (4 PLT)	930	4 PLT - Dimension 80 x 60 x 54,	450,000	5,000
22	G9-57	TCNU 9880704	LCL	BIO DEGRADABLE MESH WITH PREATTACHED STRING & TAG(VERIA)(100% Plamesh)	154	Name SLA1, Size 140 x 58, 1 ctn = 10 rolls, Total 60 rolls, Make - Yamanaka Ind co.Ltd, Made in Japan	0	500
23	G10-7	TRLU5577456	LCL	REFRACTORY CEMENT	1080	1 PLT Refactory Cement ciment fondu , 1 bag =25 kgs, Total - 35 Bags , Made in France	0	2,000
24	G9-12	OOLU3372992	LCL	PARTS OF BATTERY OPERATED TWO WHEELS CONTROLLER MOTOR	20	Battery Operated Two Wheels Controller Motor - (1pkg)	0	2,000
25	G9-11	BAXU2608820	LCL	TWO DOOR LOCKER BEIGE COLOUR	740	1 Pkg	0	2,000
26	G9-14	ECMU9010239	LCL	WOOD PALLETS	206	1 PLT	0	200
27	G11-12	ILCU5209780	20'	STC: STORAGE MATERIAL HARDLING SYSTEM	77232	These are injection moulds and are old & used. These are packed in wooden cases & are in rusted condition. These moulds are made up of Mild Steel	500,000	5,000
		ILCU5214133	20'	STC: STORAGE MATERIAL HARDLING SYSTEM				
		TCKU1635049	20'	STC: STORAGE MATERIAL HARDLING SYSTEM				
		TGHU3765217	20'	STC: STORAGE MATERIAL HARDLING SYSTEM				
28	G11-13	CRSU1267596	20'	STC: STORAGE MATERIAL HARDLING SYSTEM	57928	These are injection moulds and are old & used. These are packed in wooden cases & are in rusted condition. These moulds are made up of Mild Steel	400,000	5,000
		CRXU1727760	20'	STC: STORAGE MATERIAL HARDLING SYSTEM				
		ILCU5213672	20'	STC: STORAGE MATERIAL HARDLING SYSTEM				
29	G11-14	FCIU2139952	20'	Cleaning Rotary Machine	1532	2 pkg Row Material Cleaning Roratry Machine Motor for blower	50,000	2,000

Gateway Distriparks Limited.

- **SELLER:** -Seller referred in this condition of sale, is **Gateway Distriparks Limited.**
- **SERVICE PROVIDER/ AUCTIONEER:** MatexNet Pvt.Ltd (hereinafter referred to as "MatexNet") is an e-commerce service provider appointed by the seller to facilitate Tender-cum-virtual auction by the seller. MatexNet will only facilitate on-line auction and are considered as third party not particularly interested in the item/s being sold on behalf of seller.
- **BIDDER** - Any person representing as an individual OR as proprietor OR as a partner OR as an authorized representative of any company and who is paying the caution money deposit of **Rs. 1,00,000/- (One Lacs)** and registered at MatexNet is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate caution money deposit.

1. GENERAL TERMS & CONDITIONS

- 1.1. The items put up for sale are imported Un-cleared/Un-claimed Cargo under the custody of the Seller Any lot or part thereof may be withdrawn from sale at any time before it is actually sold without assigning any reason for such withdrawal. as per directive of JNCH Customs
- 1.2. Subject to the reserve price, if any, fixed by the SELLER and subject to the term and conditions set out herein, sale shall be made to the HIGHEST BIDDER on "**AS IS WHERE BASIS** "and "**NO COMPLAINT BASIS.**" The Seller does not undertake any responsibility to procure any permission/ license etc. in respect of the Cargo offered for sale.
- 1.3. SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements during the auction in the auction room on the website and changes made in the catalogue including start price, bid increment/decrement, extension of time for lots where received bids / no bids are received, and any other additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale are being done with the consent and knowledge of the seller, and it is binding on the bidder. Bidders are advised in their own interest not to leave the auction room till the entire auction is closed.
- 1.4. Participation and bidding in this Auction shall be treated as conclusive evidence of the fact that the bidder has inspected the Auction Property and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the Auction property, taxes and duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction. Seller / MatexNet will not entertain any complaints or objections once Bid is placed.
- 1.5. Gateway Distriparks Ltd. / MatexNet does not give warrantee or guarantee of the quality, Chemical composition of each individual item in the lot or about the "End Use" or fitness for a particular purpose.
- 1.6. The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept/ reject/ cancel any bid, withdraw any Lot at any stage from Auction even after acceptance of bid/ issue of delivery order or release order. SELLER shall not be responsible for any damages/ loss whatsoever to the successful bidder on account of such withdrawal.
- 1.7. CMD/ EMD amount will not carry interest.
- 1.8. In the event of failure on the part of the successful bidder to fulfill his contractual obligations, Seller / MatexNet reserves the right to debar such bidder from participating in any future auction conducted by MatexNet on behalf of seller.

- 1.9. For On-line Bidding, prospective bidder should have a valid e-mail ID.
- 1.10. All the bidders participating in tender and E-auction should mention their valid Sales Tax Registration Number (if available) in the tender & On-line Acceptance form. All New bidders registering with MatexNet Pvt. Ltd. for On-line bidding Should Submit duly filled and signed KYC Form (Know Your Customer form), along with self attested copies of Sales Tax Registration form, Pan Card, Address Proof and 2 Passport size photographs. For Tender Bid, the tenderer should submit self attested copies of Sales Tax Registration & Pan Card along with the tender.

2. Disclaimer

- 2.1. MatexNet runs its business on the basis of a robust Website. However MatexNet is outsourcing server space from a third party hosting company and hence shall ensure the smooth running of the website. Gateway Distriparks Ltd. / MatexNet will not be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise at Bidder's end or at Gateway Distriparks Ltd. / MatexNet directly or indirectly affecting Online method of Bidding.
- 2.2. Neither the Seller nor MatexNet Pvt. Ltd. takes responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless. MatexNet Pvt. Ltd from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall MatexNet be liable for any loss for the transistors by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Bidder agree to have discussed all the related matter regarding this transaction and have understood in full that MatexNet has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations, etc to be followed from time to time. Since MatexNet does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. No complaint will be entertained after the lot is once knocked down.
- 2.3. The Seller/Bidder agrees to limit the liability of MatexNet Pvt. Ltd. to them for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, so that the total aggregate liability of MatexNet Pvt. Ltd. to the Seller/Bidder shall not exceed it's total fee receivable from the Seller/Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

3. PARTICIPATION

- 3.1. **Internet Auction:** - The prospective bidder has to register with the auctioneer MatexNet Pvt. Ltd. The prospective bidder shall have to deposit Caution Money Deposit (CMD) of ₹ **One Lac** for ALL LOTS by Demand Draft / Pay Order on any Scheduled / Nationalized Bank /Scheduled Co-operative Banks Drawn in favour of "**Gateway Distriparks Limited**" payable at **Mumbai**. It has to be submitted directly to any office of MatexNet Pvt. Ltd. (see details of MatexNet's Regional / Branch Offices in MatexNet's Website www.matexnet.com). **CASH WILL NOT BE ACCEPTED.**
- 3.2. The prospective Online bidder has to register with the MatexNet by submitting the KYC form (if not submitted), duly filled and signed along with self attested copies of their PAN Card, valid VAT registration certificate), and address proof by way of electricity bill, or telephone bill, or Bank account statement. New bidders who are registering for Online auction have to submit KYC form as per given format available on matexnet site "matexnet.com" and clicking on options " New User" or "Register " link, to fill Membership registrations" for On-line bidding and download the KYC form and Should Submit duly filled and signed KYC Form (know your customer form) , along with a self attested copies of Sales Tax Registration form, Pan Card, Address Proof (Telephone bill / Electricity bill) and 2 Passport size photographs.

- 3.3. On completion of the registration process and payment prescribed of CMD as outlined in 3.1 to 3.3 above, seller/MatexNet will activate the User – Identity to enter into Website www.matexnet.com. Prospective Bidders may please note that failure to submit the Membership Registration form duly filled and signed along with the prescribed documents will lead to non-activation of the User ID even if the prescribed EMD has been remitted.
- 3.4. **All the bidders participating in tender and E-auction should mention their valid Sales Tax Registration Number (if available) in the tender & On-line Acceptance form.**
- 3.5. Bidders/Seller may note that any payments by DD or cheque or any other means towards EMD/Security Deposit or other purposes received by MatexNet on behalf of Seller/Bidder shall be handled in good faith and intention. However MatexNet shall not be responsible for the loss of the DD/Cheque from its custody due to reasons beyond its control such as fire, theft, burglary, loss in transit, accident, war, riots, civil commotion, any terrorist activity, any natural calamity, adverse weather and climatic conditions etc.
- 3.6. **CMD DD to be submitted with Auction Registration form on Bidder's Company letter head, to be duly filled and signed along with visiting card at any of Matexnet Pvt. Ltd. Office** for Online Bidding, Gateway Distriparks Ltd. / MatexNet will activate the User-Identity to enter into Website www.matexnet.com
- 3.7. Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password.
- 3.8. Bidders are advised to change the Password. Refer the "Steps of Actual Bidding Procedure."
- 3.9. CASH will not be accepted.
- 3.10. **Sealed Tender:** The Tender bidder should pay an **EMD** of **10%** of the bid value (excluding taxes & duties). This is to be put along with the Sealed Tenders. The tender form shall be either type written or written neatly in indelible ink. All rates must be entered in words as well as in figures. Any corrections should be duly signed by tendered. In case there are any discrepancies in clarity between amount in word & figures the HIGHER amount will be taken as base.
- 3.11. The Tender Box is kept at the CFS Office at Gateway Distriparks Ltd. only.
- 3.12. The Tender Bidders can also participate in Online Auction by paying a separate Caution Money Deposit.

4. CONDITIONS APPLICABLE TO "ONLINE" AUCTION METHOD OF BIDDING

- 4.1. **Time Extension: If any market-leading bid (bid higher than the highest at the point in time) is received within the 3 minutes of last bid ("Time Extension" as mentioned in the Bidding Room will be in force & 3 Minutes is an example) of closing time, the bid time will be extended automatically by next 3 minutes.**
- 4.2. **Training:** MatexNet will provide training (online) if required by the bidders at a mutually convenient date and time before the Auction.
- 4.3. **Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the EMD/CMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. Bidders may please note that in the event of a manual bid amount matching that of a Maximum limit of auto-bid, the manual bid will prevail and be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.
- 4.4. **Auto Bid:**
 - a. Auto Bid facility is provided for bidders intending to place a maximum value for a lot/lots.
 - b. Auto bid is not a confirmed bid. It is only the maximum ceiling amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is outbid, upto the ceiling set by him.
 - c. Once auto bid is set, the auction engine will consider the ceiling amount for the next possible Bid only, depending on the highest bid prevailing at that point of time and the increment amount prescribed for that particular lot.

5. CONDITIONS APPLICABLE TO “TENDER-cum-ONLINE” AUCTION METHOD OF BIDDING

- 5.1. **VALIDITY:** The On-line auction bidders and Tender bidders will have to keep their bids valid till the confirmation of acceptance or non acceptance of bids by customs and / or communication of non-acceptance by Gateway Distriparks Ltd.
- 5.2. **PERIOD OF CONTRACT:** Up to the validity period of the final Delivery / Release Order issued by the Principal.
- 5.3. **PAYMENTS:** All payments for EMD/ Balance amount to be made by Demand Draft / Pay Order on any Scheduled / Nationalized Bank Drawn in favour of “**Gateway Distriparks Limited**” payable at **Mumbai**.
- 5.4. Sealed Tenders would be opened *after closure of Online Auction* in the presence of Representative of Customs, Gateway Distriparks Ltd., and MatexNet officials. The tender bidder can also make him present or could depute his authorized representative.
- 5.5. **EMD Forfeitures:**
 - a. Bidder participating for all lots has to make the balance payment & take delivery of all the lots allotted to him.
 - b. EMD amount can be adjusted only during delivery of the last lot, in case of multiple lots being offered.
 - c. **Penalty for non-payment of EMD will be forfeiture of Rs.1 lakh (CMD). Further such bidder’s will be barred from the contesting in our future auctions.**
- 5.6. In the event of any dispute with regard to non-lifting / non-availability of inspected materials etc. and forfeiture of 'EMD', MatexNet will not be held responsible for the loss / forfeiture and purchaser shall keep MatexNet fully indemnified and harmless against any claim and proceedings.
- 5.7. In case of a tie between the Online Bid and Tender, Gateway Distriparks Ltd. reserves the right to allot the particular lot to either the Online Bidder or the Tendered.
- 5.8. Gateway Distriparks Ltd. reserves its right to accept or to reject any offer for any reason whatsoever or even without any reason.
- 5.9. The highest Bid will only be provisionally accepted on Subject to confirmation (STC) basis and so also direct communication and the highest bidder does not get any right to demand acceptance of his offer.

6. INTIMATION TO HIGHEST BIDDER:

- 6.1. Only the highest bidder will be issued an Intimation Letter on closing of the Auction. Such bids will be Subject to Confirmation by the principal.
- 6.2. For the bidders who bid through Online Auction the Confirmation will be primarily sent through E-mail. Please note that date of sending E-mail will be considered as Date of Intimation.
- 6.3. For the bidders who bid through Sealed Tender the Confirmation will be send through FAX. Please note that the date on which the Fax is sent will be considered as Date of Intimation.
- 6.4. If no Intimation reaches for reasons beyond our control the Buyers are expected to take efforts to find out status. Non-receipt of Intimation should not be an excuse for Non-payment.
- 6.5. Only the highest bidder will be issued an Intimation Letter on closing of the Auction. Such bids will be Subject to Confirmation by the seller.
- 6.6. Bidders/ Tenderers must, therefore, keep a watch on their incoming e-mail/ FAX in this regard. Principal or MatexNet will not be liable for wrong e-mail ID/ FAX registered by the bidder or for return of the mail for mailbox being full.
- 6.7. The un-successful bidders will have to collect the PO / DD (if not deposited in Bank by Principal) or by a Cheque issued by the principal paid as Participation Fees / Caution Money Deposit from MatexNet Office against Original Receipt.
- 6.8. Sale order will be issued in the name of the original buyer as recorded in the bid sheet. Any further correspondence will be only with the buyers name and address as recorded in the bid sheet only.

Other conditions:

7. Lots sold on STC Basis will be confirmed or rejected, after final confirmation from Customs, through MatexNet to deposit the balance Sale Value along with applicable Taxes and other charges **within 03 (three)** working days from the date of issue of FINAL CONFIRMATION LETTER/MAIL by MatexNet (excluding the date of issue). If the purchaser fails to make payment within the stipulated period, the CMD / EMD or full bid amount deposited will be forfeited and such bidders will be barred from contesting in our future auctions.
8. The Weight or Number, quantity against the respective Lots are indicated approximately which in actual may turn out to be more or less than the indicated quantity. In case of actual quantity turning out to be less than the indicated quantity after due completion of the lifting by the Buyer within the stipulated period, the Buyer shall not be entitled to claim any damages, loss of interest or compensation on any other account. The buyer can arrange to verify the weight of cargo at his own cost at the principal's CFS prior to offer.
9. The Seller / Auctioneer shall not be responsible for any loss or liabilities of the bidders if the purchased lots could not be delivered due to circumstances beyond the control of Seller / Auctioneer.
10. All Bidders and Buyers shall be deemed to have read and understood these conditions of sale herein before listed and be bound by these conditions and to give their bids in e-Auction, subject to these terms and conditions.
11. Bidders must clearly note that there is no provision whatsoever to participate in the auction by giving counter conditions at variance with the terms and conditions prescribed. Any communication received from the bidders containing such counter conditions at any time shall be ignored.
12. Gateway Distriparks Ltd. reserves the right to modify and amend the terms & conditions and announce the same if necessary at any time prior to the commencement of the auction.
13. Employees of M/s Gateway Distriparks Limited, MatexNet Pvt. Ltd., and their relatives will be barred from participating in the online auction, unless specifically approved by the Managing Director of M/s Gateway Distriparks Limited.
14. Lot will be put for auction as per convenience of management and it is not obligatory to go serially.
15. In the event of failure on the part of the successful bidder to fulfill his contractual obligations Gateway Distriparks Ltd. / MatexNet reserves the right to debar such bidder from participating in any future Tender / auction on behalf of Gateway Distriparks Ltd.
16. In the event of any dispute the same will be referred to a sole arbitrator to be appointed by the Managing Director of Gateway Distriparks Ltd., and the Arbitration proceedings would be governed by arbitration and Conciliation Act 1996. The parties will share the fees and expenses towards arbitration proceedings equally. The jurisdiction for filing the award into court or any other proceedings under the Arbitration Act shall be that of courts in MUMBAI City only.
17. Gateway Distriparks Ltd. / MatexNet will not be liable for any claim and purchaser shall keep Gateway Distriparks Limited/ MatexNet fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

INSPECTION

18. 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, size, dimensions, specification features etc.

19. Bidder should carry the Catalog along with them for the inspection of material at the Site, which will be subject to the usual security rules of the Principal. Any clarification required may be sought by the Bidders from the Seller at the time of inspection and no dispute regarding the material will be entertained thereafter.

20. **PAYMENT**

20.1. All payments for Caution Money Deposit/ EMD/ Security Deposit to be remitted by way of Bank Pay Order (if issued in Mumbai, Navi Mumbai) or by Demand Draft (outside Mumbai) of any Scheduled Bank in favour of the Seller "Gateway Distriparks Limited" payable at Mumbai.

20.2. Seller will retain the right to refuse acceptance of demand draft/ Pay Order issued by any bank, if the Seller has reason to believe that realization against the DD/PO is doubtful.

20.3. Whenever the bids are accepted on STC basis highest bidder shall have to deposit 10% of the Bid amount as Earnest Money Deposit (EMD), within 03 (three) working days following the date of STC intimation & **full payment in case of direct confirmation.**

20.4. In case the 10% of the amount is more than the EMD the bidder is expected to pay the difference **within 03 (three) working days** excluding the date of STC intimation, failing which Gateway Distriparks Ltd. will forfeit the participation fee deposited & re-auction the goods without any notices.

20.5. If bid value is less than Rs One Lac, then total bid amount will be absorbed from the EMD and the balance amount will be refunded to those who are clearing the respective lots.

20.6. In addition, the Buyer shall also have to pay Container Handling Charges @ Rs. 10,000/- plus service tax per container (for LCL cargo Rs.2000 plus service tax per lot) & Loading Charges @ **Rs.85/- (Rupees Eighty Five) (plus service tax) per MT**, additional Labour / Forklift charges in case of Scrap containers, directly to the Principal **within 3 working** days on receipt of Final Confirmation. These charges are applicable for normal Cargo handled by Labourers / Fork lift upto 3 Tons. However, charges for Crane / 10 Ton Fork lift or any other special Equipment will be have to be borne by the Bidder in addition to the regular Delivery Charges.

20.7. In case of Metal Scrap – The Successful bidder will have to pay scrap delivery charges @ Rs. 8,000/- for 20' and Rs. 12,000/- for 40' in addition to other charges.

20.8. If any Rates, Levies, Taxes, Cess or Charges are due and / or any License / Permit is required under any Central / State / Local Law in respect of the goods purchased by the Buyer, the onus of paying such Levies / Taxes / Charges and / or obtaining such License / Permit will rest entirely on the Buyer. **Charges towards PQ, ADC, Animal quarantine and PHO will be borne by the successful bidder.**

20.9. The bidder will have to pay charges for mutilation of cargo in case same is instructed by Customs Authorities at any stage of delivery.

20.10. **STATUTORY PAYMENTS:** The rate of Sales Tax or any other statutory Duty / Tax / Levy / Cess / Charge etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials.

20.11. In case of non-lifting of goods all the payments made against particular lot will be forfeited.

21. Gateway Distriparks Ltd. will not issue form-39. The buyers have to bring Form-39, along with them as the materials are sold on "AS IS WHERE IS BASIS" from GDL premises. If any additional challan / delivery order copies are required to comply with check post requirement, the same may be arranged by buyer themselves by taking Xerox copies.

22. The goods shall lie at the sole risk and responsibility of the Buyer in all respects from the time of sale and must be taken away by the buyer at his own expenses.

23. No interest shall be paid on EMD, Security Deposit or any money deposited by the Buyer in case the material is not delivered for any reason.

24. DELIVERY

- 24.1. Delivery of Lots that require any Certificates/ NOC from any statutory bodies/ Govt. Depts. like ADC, DYCC should be complied with and thus deliveries to bidders will be delayed accordingly.
- 24.2. On receipt of full Sale Value along with applicable VAT/ Sales Tax & other Charges by the Seller, the Seller shall issue final Sale/ Delivery / Release Order to the Buyer thereby enabling him to lift the materials within the five working days.
- 24.3. In case the bidder does not lift the material within the above mentioned free times, he can be allowed to do so within next 5 days subject to payment of Ground Rent @ Rs.1000/- plus Service Tax per Teu per day (for LCL Cargo Rs.200 plus Service Tax per day per lot) or as may be prescribed by the Vice President of the Principal. This being Subject to management's discretion, Bidder cannot claim taking delivery as a matter of right once free days are over.
- 24.4. Delivery will be given only during the working days and within the working hours of the principal.
- 24.5. In case the Seller is unable to deliver the goods within the specified time due to unforeseen administrative reasons, then the Principal shall grant suitable extension of delivery period to the Buyer without any Ground Rent or other related charges till the expiry of such extended period. In such eventually, however, the Buyer shall not be entitled to claim any compensation for such delay.
- 24.6. The ground rent charges payable by the Buyer to the Principal shall accrue from the date of expiry of the delivery period specified above until the Lot is completely removed, shall be recovered from the Buyer before the goods are allowed to be removed. Should the Buyer fail to take delivery within the stipulated time mentioned or to pay the wharfage or Ground Rent as the case may be, the purchase price along with Sales Tax, Surcharge, Turnover Tax, Octroi, Municipal Taxes, if any, paid by him shall be forfeited by the principal without any prejudice to principal's right to recover damages on account of such breach by the Buyer to whom the lot was originally sold.
- 24.7. If the goods sold or portion thereof remain un-cleared in the premises of the Principal beyond the aforesaid 10 (ten) days (i.e., free period of 5 working days and additional 5 days with Ground Rent inclusive of Sundays and Holidays) from the date of issue of Release Order by the Principal, the sales proceeds of the un-lifted portion of the goods shall be forfeited and the un-lifted portion of the goods may be removed at the risk and cost of the buyer.
- 24.8. Cargo will be delivered only after de-stuffing of the container. Under no condition cargo will be delivered along with the container.
- 24.9. The successful Bidder shall co-ordinate the date and time with the Principal for placement of Trucks to ensure speedy removal of materials. The Principal will allow the lifting of materials on all working days.
- 24.10. The materials sold shall be removed by the Buyers from any one side of the Lot as per the sole direction of the Principal and no segregation of items from the sold Lots will be permitted. The materials will have to be lifted from one Lot only at a time. While taking delivery of the material, it will be at the discretion of the authorized representative of Gateway Distriparks Ltd. to direct the manner / order in which the materials or lots shall be removed. No segregation of the items of any lot is allowed inside the GDL premises.
- 24.11. Segregation of material will not be allowed at GDL premises. Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the M/s Gateway Distriparks Ltd. officials.
- 24.12. Purchaser and his men are subject to the security rule of Gateway Distriparks Ltd. in force while in the GDL premises. The purchaser / workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
- 24.13. The Purchasers shall be responsible for any damage that may be done to premises / fittings of Gateway Distriparks Ltd. in the course of removing the lot or lots purchased by them. The authority may at its option arrange to make good such damages and the purchaser shall pay for the same on demand.

- 24.14. The purchaser's workers are engaged within the GDL premises they will be governed by the labour laws and rules, Factory Acts and Rules and Gateway Distriparks Ltd. Safety / Security Rules as applicable. It shall be the responsibility of the purchaser to see that the statutory provisions are complied with.
- 24.15. Gateway Distriparks 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, cessation of labour, shortened hours, acts of God or other causes or contingency whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically be extended accordingly.
- 24.16. **Delivery of Scrap:** All scrap containers will be subject to 100% examination in presence of the customs officers prior to the delivery of the goods to the bidders. In case any objectionable material is found in the scrap during the delivery, then that cargo will be segregated and delivery of cargo of that container will only be made as per instructions of Customs. It may happen that objectionable material is detained/confiscated and in such case the bidder will be delivered only the Custom's approved cargo with out any reduction in the bid amount. Further no time limit for final approval in case of loss of time for adjudication and other Customs formalities, the principal is not responsible for the same and no CMD / EMD / Full Payment will be refunded to the bidder due to delay in Customs procedure.
- 24.17. No gas cutting equipments or any equipment or any equipment, which are likely to cause damage, will be allowed in the GDL premises. Only safe oxy-acetylene gas cutting equipment will be allowed with written permission of Gateway Distriparks Limited. The decision of the Officer or his authorized representative shall be final in this regard.
- 24.18. **Delivery of Tank Containers.** The successful bidder of Tank Containers will have to take loaded delivery of containers which will involve **bidder to pay the applicable S/line Charges** to obtain necessary approval from the concerned Shipping Line to take loaded delivery from GDL and make arrangements to delivery the empty container to nominated Empty Yard of the Shipping Line at bidder's cost. GDL will not bear any cost in delivery of loaded/empty containers.
- 24.19. 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 and regulations applicable within the Principal's premises, on the part of the Bidder / his representative or employees, resulting in death or injury to any persons or damages to the property of the Principal or any third party, then in such an event the Bidder will have to pay compensation to such person including the employees of the Principal for such accident or injury / death or damage caused to their employees or to any of the Principal's employees or to others or to the Principal's property. The Bidder shall in such event, keep the Principal fully indemnified from any demand, claims or proceedings thereof.
25. Gateway Distriparks Ltd. /MatexNet will not at any time be responsible for any injuries caused due to accident within GDL 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.
26. **DEMO/ MOCK Auction** For Bidders who have indicated non-familiarity with e-Auction, training on a DEMO/ MOCK Auction will be arranged with prior appointment. Only those Bidders who have registered themselves for the Auction for the auction by submitting the "Acceptance Form" and have paid the CMD can participate in this Auction. No training will be given during the day of Actual e-Auction.
27. A Note of caution for the Bidders: Bidders may encounter certain unforeseen problems such as time-lag, heavy traffic, system/power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment. You can also opt for Auto-Bid option. Bidders may go through the given below E-Auction Bidding Procedure.

28. Steps for Actual Bidding Procedure

- Go to www.matexnet.com
- Enter your- "Login ID" and "Password".
- When a bidder logs in for the first time for the particular auction, bidder has to accept to the Terms & Conditions. *(After accepting to the terms & conditions of the company only you can be able to bid)*
- After accepting to the terms you will be taken to the **auction-listing page** where you will be able to see all the details about the auctions.
- Click on **Auction Room** link on the top of this page. This will take you to the Bidding Page. A separate Window opens which is the Bid room.
- **Now Start Bidding.** You can either Bid Manually OR can use Auto-Bid. (In Auto bid, the computer will bid on your behalf upto that value you given.)
- In the Manual Bid option, you can put your bid in the text box available for each ITEM and submit it every time. A bid confirmation pop up box will appear to confirming whether you want to go ahead with the bid posted or not. **If you confirm the bid, your bid will be posted.** If your bid is accepted, that will be displayed in "Your bid" column on your right side screen. Also the highest bid amount will be displayed in "Highest bid" column. If you are the highest bidder at the time, **"Your Bid" column will be highlighted with "green" background.**
- During the auction, the current highest bid of the bidder, the bid status and the bid history can be viewed on the screen all the times. Bids can be placed at the specified time mentioned during the auction day.
- For **Auto Bid**, Click on the "A" icon related to the item you want to bid. It will open a small window where you can place your "auto bid".
- Enter your starting bid amount in "Your Amount" text box, the minimum increment is a optional text box by default it will take the minimum increment amount which is fixed by the company for that product. Enter the maximum amount in the "Maximum Ceiling Amount" text box. Submit your auto bid after filling all the above values.
- You can see your Bid Value and the Highest Bid Value for a particular lot after bidding once.
- Auto Time Extension will be done by the system if any Bid is placed in the closing minutes. If any bidder posts his bid in the last 3 minutes of the auction closing time, the auction will be extended automatically for further 3 minutes.

Special Note: Bidders are requested to check the Bid Entry in words & figures before confirming it. Any wrong bids will lead to forfeiture of Caution Money Deposit (CMD) and said lot will be re-auctioned immediately and the bidder is barred from the future bidding if any.

GATEWAY DISTRI PARKS LTD.

Container Freight Station, Sector 6, Dronagiri, Uran Taluka, Navi Mumbai – 400707.

Tel: 022- -27246500 to 12. Fax: 022-27246538.

SEALED TENDER FORM**Tender Cum E-Auction to be held on 15th December 2011****Tender Document No. _____****NAME OF THE FIRM:** _____**Address:** _____**Telephone:** _____ **Mobile:** _____ **E-Mail:** _____**Sales Tax / VAT Registration No. / TIN No.** _____ **PAN No.** _____

Sr. No.	Lot No	Cargo Description	Minimum Base Price	Bid Amount / LOT	EMD (10% of BID Amount)	PO / DD No. / Date	Bank Drawn
1	G11-3	2,357 NOS. OF CPT 21 ULTRA SLIM A51QGT420X01	50,000				
2	G11-5	STC:-DECORATIVE GLASS BALL EAR MUFFLE	600,000				
3	G11-6	PHOSPHORIC ACID	800,000				
4	G11-7	PHOSPHORIC ACID	800,000				
5	G11-8	PHOSPHORIC ACID	800,000				
6	G11-10	LDPE ELTEX MED PH27D630	5,000,000				
		LDPE ELTEX MED PH27D630					
		LDPE ELTEX MED PH27D630					
7	G11-9	74.25MT LDPE ELTEX MED PH27D630	5,000,000				
		74.25MT LDPE ELTEX MED PH27D630					
		74.25MT LDPE ELTEX MED PH27D630					
8	G10-21	METHYL ACETO ACETATE - Solution 35%	0				
9	G9-56	IRON POWDER	0				
10	G-3	ORAL CONTRACEPTIVE PILLS/TABLETS	0				
11	G-4	ORAL CONTRACEPTIVE PILLS/TABLETS	0				
12	G11-11	PP CUTTING BOARD	400,000				
13	G10-9	TIMKEN SPHERICAL ROLLER BEARING	200,000				
14	G10-10	TIMKEN SPHERICAL ROLLER BEARING	250,000				
15	G10-11	TIMKEN SPHERICAL ROLLER BEARING	150,000				
16	G10-12	TIMKEN SPHERICAL ROLLER BEARING	350,000				

17	G10-13	TIMKEN SPHERICAL ROLLER BEARING	400,000				
18	G10-14	TIMKEN SPHERICAL ROLLER BEARING	200,000				
19	G10-15	TIMKEN SPHERICAL ROLLER BEARING (2 PLT)	300,000				
20	G10-16	TIMKEN SPHERICAL ROLLER BEARING (3 PLT)	200,000				
21	G10-17	TIMKEN SPHERICAL ROLLER BEARING (4 PLT)	450,000				
22	G9-57	BIO DEGRADABLE MESH WITH PREATTACHED STRING & TAG(VERIA)(100% Plamesh)	0				
23	G10-7	REFACTORY CEMENT	0				
24	G9-12	PARTS OF BATTERY OPERATED TWO WHEELS CONTROLLER MOTOR	0				
25	G9-11	TWO DOOR LOCKER BEIGE COLOUR	0				
26	G9-14	WOOD PALLETS	0				
27	G11-12	STC: STORAGE MATERIAL HARDLING SYSTEM	500,000				
		STC: STORAGE MATERIAL HARDLING SYSTEM					
		STC: STORAGE MATERIAL HARDLING SYSTEM					
		STC: STORAGE MATERIAL HARDLING SYSTEM					
28	G11-13	STC: STORAGE MATERIAL HARDLING SYSTEM	400,000				
		STC: STORAGE MATERIAL HARDLING SYSTEM					
		STC: STORAGE MATERIAL HARDLING SYSTEM					
29	G11-14	Cleaning Rotary Machine	50,000				

Note: Delivery of all lots subject to Group NOC from Customs and Test Reports as applicable.

"TENDER BIDS LESS THAN MINIMUM BASE PRICE WILL BE REJECTED".

For Lot No. G-3 & G-4 = "REQUIRED VALID DRUG LICENSE FORM 26 UNDER DRUG AND COSMETICS RULES, 1945".

For Lot No. G9-14 = "Sub to PQ Noc"

EMD will be Forefeited in case of failure of fulfill of applicable conditions.

Signature and Seal of Tenderer:

Place:

Date:

Note: All entries compulsory.

To be Submitted on Company's Letter Head.

AUCTION REGISTRATION FORM

Date:

To

GATEWAY DISTRI PARKS LTD.

Container Freight Station, Sector 6, Dronagiri,
Uran Taluka, Navi Mumbai – 400707.

Dear Sir/s

I/We confirm having

- Gone through the above-mentioned terms and conditions and agree to take part in the Tender-cum-Online Forward Auction for sale of Unclaimed /Uncleared Import /Export cargo by Gateway Distriparks Limited.
- I have read the terms & conditions mentioned in the catalogue & I confirm that, I have understood the same very clearly. There is no ambiguity whatsoever & they are acceptable to me & shall be binding on me.
- The decisions taken by representatives of Customs/Gateway Distriparks Limited. as a Custodian in all respects shall be binding on me.
- I also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.
- I note with due care that the Auctioneer shall be making the announcements of correction with the consent and knowledge of the Customs/Custodian and auctioneer shall not be liable for these last minute change.
- Having inspected the material and satisfying the condition and type of the same, I/we agree to take part in this Online Auction on an "AS IS WHERE IS BASIS" and "NO COMPLAINT BASIS".
- I/We also understand that I/we am/are legally bound to purchase the material at the Price at which I/we place the bid.

USER ID (if exists) _____

Name of the Company _____

Contact Person(s) _____

Designation _____

Address _____

Sales Tax / VAT Registration No. / TIN No. _____ **PAN No** _____.

Phone No. _____ **Mobile No.** _____ **Fax No.-** _____

E Mail (compulsory for Online Bidding) _____

If registering for Online Bidding, are you familiar with eAuction bidding? YES/NO

If NO, attending a Mock e-Auction with prior appointment is mandatory. And in an event the Mock e- Auction is not attended, NO COMPLAINTS will be entertained.

In the event of any above information being found in-correct/ in-complete the Participation shall be liable to cancellation by the GDL at any time and I/we shall not be entitled to any claim for Refund arising from the same.

Sr. No.	DD/PO No.	Bank Name	Branch	Dated	EMD Amount

In case of not being successful, the refund of DD / Cheque will be given by Gateway Distriparks Ltd.

Signature of Authorised Signatory with Name and Seal.