

GATEWAY DISTRI PARKS LTD.

Inland Container Depot, Sri Maruthi Nagar, Via Pataudi Road
Wazipur More, Opp. West Cabin, Railway Station
Garhi Harsaru, Gurgaon-122505
Tel: 0124 – 2276321-27 Fax: 0124 - 2276501
Web Site: www.gatewayrail.in

Online Auction Platform And Support Services Provided By:

MATEXNET PVT. LTD.

Flat No. 611, 6th Floor,
Padma Tower -1,
Rajendra Place,
New Delhi – 110008
Phone No.- 011- 32566751/53/54, Fax No.- 011-41554205
delhi@matexnet.com; www.matexnet.com



MatexNet Pvt. Ltd. is an authorized e- commerce service provider for **GATEWAY DISTRI PARKS LTD** (Seller) to obtain rates online through its portal www.matexnet.com. The sale and purchase are directly made by the Seller and buyer/s (Bidder/s).

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 Location Name, Date & Timings	Inspection Date: 17 th & 18 th September'2012 Time – 11.00 AM to 5.00 PM
Venue of Inspection	ICD Garhi Harsaru, Gurgaon
Caution Money Deposit	Rs. 100,000/- (Rupees One Lakh). CMD DD Favoring Gateway Distriparks Limited payable at Gurgaon
Last Date to Receive CMD	19.09.2012 before 5:30 PM
Online Auction Date & Time	20.09.2012 (Thursday) For Lot No. 1 – 03:00 PM to 4:00 PM
Online Auction Result	The Result of the auction will be displayed on website www.matexnet.com

NOTE

- **DETAILS OF LOT OF CONTAINER / CARGO PUT UP FOR SALE, SECURITY DEPOSIT AND TIME SLOT WILL BE AVAILABLE ON www.gatewayrail.in & www.matexnet.com**
- **All taxes and statutory levy shall be borne by buyer. Delivery shall be ex-Garhi ICD. Loading and Transportation shall be arranged by buyer.**

For further details contact

Contact Official/s at Gateway Distriparks Limited 1. Mr. Sukhbir Singh-8130897556 2. Mr. Rajnish Sharma-9958832727	Contact official/s at Matexnet Pvt. Ltd.- New Delhi Helpdesk:- Mr. Ramesh K Singh – 011-32566751/53/9312399314 1. Mr. Alindra Kumar (GM) – 9818060144 2. Mr. Brijesh Pandey - 8800700098 3. Mr. Manish Tiwari (AGM) - 9350223438 4. Mr. Vijay Kumar – 8287090435 5. Mr. Rahul - 9936966378 (Kanpur) 6. Mr. Ajay-9971617408
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Description of Material List

Lot	S.No.	Container No.	Qty. in numbers marble slabs	Size	Area in Sqm	Total Area
1	1	FSCU7798144 20'	123 nos	2.64x1.778meter/each	4.69sqm/each	576.87sqm
	2	TTNU1754560 20'	51 nos	2.99x1.88m/each	5.62sqm/each	286.62sqm
	2A	DO	39 nos	2.92x1.68m/each	4.90sqm/each	191.10sqm
	3	TGHU2790051 20'	63 nos	2.56x1.94m/each	4.96sqm/each	312.88sqm
	3A	DO	53 nos	2.18x1.55m/each	3.379sqm/each	179.08sqm
	4	FSCU7710913 20'	124 nos	2.64x1.778meter/each	4.69sqm/each	581.56sqm
	5	FSCU7861864 20'	73 nos	2.71x1.72m/each	4.66sqm/each	340.18sqm
	5A	DO	54 nos	2.23x1.60m/each	3.568sqm/each	192.67sqm
	6	FSCU7780248 20'	100 nos	2.64x1.778meter/each	4.69sqm/each	469sqm

Notes:

- Out of six containers, three containers have marble slabs in two sizes which are reflected in two rows; size & qty wise
- Approx. 5% slabs have broken edges. Four slabs are broken in two pieces
- No extra spares/accessories found in all six containers except marble slabe.
- Inspection of consignment is done within each container as space permitted to take measurement of slabs.

ONLINE AUCTION GATEWAY DISTRI PARKS LIMITED

Ref No:

Gateway Distriparks Limited shall be auctioning unclaimed / uncleared imported cargo landed at Inland Container Depot, at Garhi Harsaru, Gurgaon through Online Auction (E-Auction) as per following terms and conditions. **Matexnet Pvt. Ltd.** is organizing Internet Auction on behalf of **M/s Gateway Distriparks Limited** .

GENERAL TERMS & CONDITIONS OF SALE

The sale of cargo shall be done by on line auction.

1.1 DEFINITIONS

SELLER – Seller referred in these conditions of sale, is the Custodian, **Gateway Distriparks Limited** , Inland Container Depot, Garhi Harsaru, Gurgaon (hereinafter referred to as GDL).

AUCTIONEER – M/s. Matexnet Pvt. Ltd. having its Registered Office at 4&5, First Cross,K.R Colony,Domlur Layout, Bangalore- 560071 and is an agency appointed as an auctioneer to facilitate auction on e-auction/ Internet by the Custodian on their website www.matexnet.com They are expected to facilitate organizing and conducting an auction and are considered as third party not particularly interested in the items being sold for and on behalf of Gateway Distriparks Limited .

BIDDER – Any person representing as an individual OR as proprietor OR as a partner OR as an authorised representative of any company and who is Registering himself on the website www.matexnet.com and paying the stipulated amount of Earnest Money/Caution Money to decide/ set their bidding Limits is considered as a Registered Bidder. One individual can represent as a bidder on his own behalf and on behalf of other persons/ companies provided he registers himself in those capacities separately i.e. for each representation he should pay separate stipulated Earnest money and set the Bidding Limits. But he can't register separately for himself & company at the same time.

1.2 PARTICIPATION

- i) Only REGISTERED Bidders are allowed to participate in the on-line auctions. To become REGISTERED Bidder one needs to register with the auctioneer www.matexnet.com either on-line **OR** at the registered office of the Auctioneers as mentioned herein above.
- ii) Bidders/Seller may note that any payments by DD / PO 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. MatexNet will fully co-operate with Seller/Bidder in all the procedures of retrieval of lost financial instruments and/or their capital from financial institutes/banks/companies.
- iii) Registered Bidders will be required to FAX a duly signed copy of the Form "**Acceptance to Participate Form**" given in Annexure –1 to the office of the Auctioneer thereby giving their consent to terms and conditions of the Online Auction Sale. **The Auctioneer will activate bidders ONLY on receipt of the signed Registration Form.**
- iv) **Please enter a valid e-mail ID** in the Registration Form. All e-mail communications will be forwarded to the e-mail ID entered in the Registration Form.
- v) **Time Extension:** If any market-leading bid (bid higher than the highest at the point in time) is received within the last 3 minutes ("Time Extension" as mentioned in the Bidding Room will be in force & 3 Minutes is an example) of closing time, the time will be extended automatically by 3 minutes.
- vi) **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.
d. Bidders may please note that in the event of a manual bid amount matching that of auto bid, the manual bid will prevail and be considered

1.3 CAUTION MONEY DEPOSIT (CMD):

- i. To participate in an Online-Auction, Registered Bidders have to deposit a Caution Money Deposit (CMD) of Rs.100,000 (Rupees One Lakh) which has to be paid for participating in All the lots by Date : 19.09.12 by 05.30 PM.
- ii. Un-Successful bidders can collect their CMD DD on next day of e-auction from Matex Net Office (if submitted in Matex Net Office).

1.4 MODES OF PAYMENT OF CAUTION MONEY DEPOSIT (CMD)

- i) The Caution Money Deposit can be deposited By **DD OR Pay Order** to be submitted by 5.30 PM on Date 19.09.12 - drawn in favor of "**Gateway Distriparks Limited** payable at **Gurgaon** at **Gateway Distriparks Limited** ., ICD, Garhi Harsaru, Gurgaon or at Matexnet office - in any of their branches.
- ii) On Payment of CMD along with the submission of "Acceptance to Participate Form" (Attached with catalogue) the User – Identity and Passwords of the Registered Bidders will be **ACTIVATED** to participate in the Online Auction method of Bidding.
- iii) The full amount of CMD will be forfeited without any further notice, if the highest bidder fails to deposit the balance Earnest Money Deposit (EMD) against any lot (irrespective of the number of lots for which he is the highest bidder) within the specified period after display of results on the website. **CMD is also liable to be forfeited in case of wrong bids.**
- iv) For the benefit of bidders for on line auction, Demo will be available on the site from 11.30 A.M. To 01.30 P.M. on 20.09.12.
- v) Announcements during the auction including announcement of 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 Gateway Distriparks Limited and it is binding on the bidder.

2.0 CONDITIONS OF SALE

- i) Goods are being sold in lots on 'AS IS WHERE IS BASIS' and "NO COMPLAINT BASIS"
- ii) The highest bidder will be normally offered the goods subject to approval of auction committee. However auction committee reserves the right to accept or reject any offer for any reason whatsoever or even without any reason. In the event of any dispute at last or highest bid, the same shall be resolved by **Gateway Distriparks Limited** and if need be the particular lot/lots in question may be re-auctioned.
- iii) 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.
- iv) The lot or lots shall be removed in full from the site with whatever faults and flaws in description or otherwise and no selection or sorting of the material will be allowed. Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate.
- v) GDL does not give warrantee or guarantee of the Quantity, Quality, Chemical composition of each individual item in the lot or about the "End Use" or fitness for particular purpose.
- vi) Goods are sold on the assumption that the bidder has inspected the lots prior to bidding and knows what he is bidding for. No complaint shall be entertained after the lot is allotted to him.
- vii) Goods may be sold singly or by clubbing them in lots as suitable, convenient and advantageous in the opinion of Gateway Distriparks Limited . Lot will be put up for online auction as per convenience of management of Gateway Distriparks Limited & it is not obligatory to go serially.
- viii) Where specimen samples are shown it is clearly understood that the quality of the material inside the container / boxes / cartons / bales / cases etc. may not necessarily be of exact quality, quantity, weight, size dimensions, specifications, features etc.
- ix) Any lot or part thereof may be withdrawn from the sale at any time before it is actually physically delivered out of the campus without disclosing the reasons for such withdrawal. However, if any payment has been made it would be refunded without Interest.
- x) GDL/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 GDL/Matexnet directly or indirectly affecting online method of Bidding.
- xi) The online bidders are advised to exercise caution while bidding for the lots and satisfy themselves that the bids placed are for the correct lot before submission of the online bids. Subsequent claims by the bidders that they had placed wrong bids for any reason would not be entertained and the full CMD amount will be forfeited without any further reference.

3.0 DECLARATION OF AUCTION RESULTS

The results of successful bidder will be displayed on the website www.matexnet.com on ??????. The results will be displayed in the following manner.

CODE	STATUS
OK	Accepted Bid
STA	Subject to approval / Provisional acceptance
R	Rejected Bid

However, final confirmation of Bid acceptance will be done only after approval by Customs.

The CMD / EMD in respect of the rejected lots will be returned to the bidders immediately by returning the draft or by issuance of cheque.

4.0 EARNEST MONEY DEPOSIT

After display of results on the website, the successful e-auction bidders will be required to pay as follows the **Earnest Money Deposit**:

30% of the bid Value in case of OK /**accepted Lots**.

20% of the bid value in case of **STA/Subject to Approval Lots**.

The amount of Caution Money Deposit paid by the bidder can be adjusted against the EMD

payable.

The Earnest Money Deposit (EMD) should be deposited within **3 working days after the results declared** at the offices of Matexnet Pvt Ltd in the form of crossed Demand Draft or Pay Order of any Scheduled / Nationalized Bank drawn in favour of **Gateway Distriparks Limited payable at Gurgaon** for all the lots. Failure to submit the Earnest Money Deposit within the specified time would result in forfeiture of the initial caution deposit, without any further notice.

5.0 LOT CONFIRMATION.

Final confirmation of Bid acceptance will be done after approval by Customs and **Gateway Distriparks Limited**. Lot confirmation to successful bidders who participated through on line auction will be primarily through E-Mail / Fax followed by courier/post and / or through public notice at Inland Container Depot, ICD, Garhi Harsaru, Gurgaon. Date of Sending of E-Mail/ Fax and the issue of public notice will be considered as date of intimation.

In case NOC is required for any container from regulatory bodies or Government Agencies for confirming the sale and the same is refused, the EMD deposited for that lot will be refunded to the bidder WITHOUT INTEREST.

Restricted items would be delivered only to holders of valid license issued by the concerned regulatory authority like DGFT, Environment Deptt. etc.

6.0 TAXES

All bids invited are for the net amount accruable to **Gateway Distriparks Limited** and all taxes or other levies charged under Haryana State, or local laws as applicable on the date of delivery except Customs Duty shall be payable separately by the bidder. These taxes are required to be paid before taking delivery by the bidder.

7.0 PAYMENT OF BALANCE MONEY

- i) The buyer shall pay balance of the purchase price within two working days from the date of confirmation.
- ii) The buyer should pay the Balance of the purchase price directly to "**Gateway Distriparks Limited**" at the respective ICD. Auction Sale Invoice will be issued by **Gateway Distriparks Limited**, only after payment of balance charges along with Sales Tax, Octroi, Cargo / Terminal handling charges, Service Taxes etc.
- iii) In case the successful party is from online bidding then bidder has to produce intimation letter and receipt for deposit of Earnest Money issued by Matexnet Pvt. Ltd. along with the notice issued by GDL while making the balance payment.
- iv) **Auction sale shall be treated as local sale only under DVAT Act. 'C' Form against outstation sale will not be accepted by GDL. Full DVAT will be collected at the prescribed rates. Bidders should make their own arrangements under their Local/Central Sales Tax laws to take the goods to their state.**
- v) The balance payment will be accepted by way of Pay Order/ Demand Draft drawn on any nationalized or scheduled bank in favour of Gateway Distriparks Limited payable at Gurgaon w.r.t. pertaining bid.
- vi) Any delay beyond the free period would invite a penalty @ 2% per month of balance payable amount or as deemed fit by Competent Authority. This penalty would be computed on monthly basis or part thereof.
- vii) Letter of intimation is issued on the basis of the address mentioned in the Acceptance to Participate Form. GDL is not responsible for the non receipt of intimation due to wrong / incomplete address given on the Form by the bidder.
- viii) If no Intimation reaches for reasons beyond control of GDL the Buyers are expected to make efforts to find out status. Non-receipt of Intimation should not be an excuse for non-payment.
- ix) If the purchaser fails to make payment and/or take delivery of the material, Gateway Distriparks Limited shall have the right to re-auction the un-delivered material immediately in the next auction without any intimation to the successful bidder and the Earnest money deposited by the bidder shall be forfeited.

8.0 INCIDENTAL / OTHER COSTS

The cost of material handling i.e. loading charges along with service taxes where- ever

applicable, shall be borne by the bidder and payment has to be made to the **Gateway Distriparks Limited** at the rate / tariff prevailing at the time of taking delivery.

9.0 DELIVERY

The goods sold in the auction should be lifted within 4 working days after making the full payment. In case of any delay thereafter ground rent @ Rs.250/- for 20' ft and @ Rs.500/- for 40' ft container would be levied, along with service tax, as due.

- i) The goods shall be lying in the premises after the conclusion of the bidding at the sole risk and cost of the purchaser in all respect.
- ii) Delivery of commodities requiring clearance from other regulatory agencies like CFL, P& Q deptt. etc will be effected only after obtaining the requisite clearances.
- iii) The successful bidder shall produce the intimation letter received from GDL /Matexnet for proper identification of bidder at the time of taking delivery of the material. It is therefore the responsibility of the bidder to keep the documents in safe custody. The person who has collected the material from **Gateway Distriparks Limited** by producing the intimation letter, if subsequently found to be illegal possessor / producer of the documents, Gateway Distriparks Limited shall in NO WAY be responsible.
- iv) The material can only be removed from ICD premises on production of a Gate Pass issued from the respective ICDs.
- v) Gate pass for removal will be issued only after the full purchase price including taxes etc., has been deposited by the purchaser.
- vi) In case the purchaser does not present himself for delivery and desires that the delivery may be given to his representative, a power of attorney on a non – judicial stamp paper duly executed before and authenticated by a Notary Public or any Law Court Judge or Magistrate may be furnished to GDL Administration at the time of taking delivery of the material.
- vii) Normally no extension for more than 10 days beyond the delivery period within which the purchaser is supposed to remove the material shall be granted and material if not removed within the free delivery period or the extended delivery period shall be liable to be disposed off by respective ICDs in such manner as deemed fit at the entire risk and cost of the purchaser and he will not be entitled to any compensation whatsoever for the material having been so disposed off.
- viii) **Gateway Distriparks Limited** will not be in any way responsible for failure to deliver the goods as per delivery schedule due to causes beyond their control such as strikes, lockouts, shortened hours, act of God or other causes or contingency whatsoever. The bidder shall not be entitled to cancel the contract & the period of delivery shall automatically be extended accordingly.
- ix) It is to be distinctly understood that the delivery of the material will be ex – site on “AS IS WHERE IS BASIS”. The delivery will not be effected on Saturdays/Sundays and Gazetted holidays or holidays observed at the ICD. Delivery of the material will be affected during the normal working hours. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time.
- x) The labourers of the purchaser may not be allowed in the GDL premises. GDL would make arrangements for loading of goods at the prevailing rates.
- xi) The GDL Administration reserves the right to check the contents of the materials already delivered and loaded in vehicles, etc., before it actually leaves the site and no claim from the purchaser for detention to vehicles etc., will be entertained by GDL Administration on this account. GDL Administration shall not in any circumstances whatsoever be liable for any other loss through any cause whatsoever which may occur after all the formalities for the sale are completed.
- xii) The representatives of Customs and GDL and Security Department in the presence of the purchaser will jointly witness delivery of the material. In the event of purchaser’s failure to do so GDL shall in no case be responsible for any shortage and shall not under any circumstances make good the deficiency.
- xiii) Once the goods have been made over to the purchaser, GDL Administration shall not accept any responsibility whatsoever for the safe guarding of the purchased goods.
- xiv) The material will remain GDL’s property unless and until all the conditions of sale are fulfilled. The mere payment of the purchase does not constitute complete purchase and material will become the property of the purchaser only after the sale has been completed. GDL administration shall not in any circumstances whatsoever, be liable for any theft or misappropriation / loss by deterioration or fire or for any other loss through any cause whatsoever which may occur after all the formalities for the sale are completed.

10.0 OTHER TERMS & CONDITIONS

- i) **Gateway Distriparks Limited** reserves the right to modify and amend 'Terms and Conditions' and announce the same if need be while the auction is in progress or prior to commencement of auction.
- ii) **Gateway Distriparks Limited** is not bound to accept the highest offer.
- iii) Employees of GDL/ Matexnet are barred from participating in the On-line sale, unless otherwise approved by GDL Management.
- iv) Auction Sale Invoice will be issued in the name of the original bidder as recorded in the "Acceptance Form". Any further correspondence will be only with the bidder name and address as recorded in the "Acceptance Form"
- v) Bidders and his men are subject to the security rules of GDL in force while in the GDL premises. The Bidder, workmen, agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the premises and the bidder shall be liable for the good conduct, Safety & discipline of his representatives. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
- vi) The bidder shall be responsible for any damage that may be caused to premises / fittings of seller 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 bidder shall pay for the same on demand.
- vii) In case of unavailability of labour / equipment with GDL, the bidder is permitted by the GDL administration to engage his own workers / equipments for loading the cargo within the sellers premises they will be governed by the labour laws and rules. Factory Acts and Rules and Sellers Safety / Security Rules as applicable. It shall be the responsibility of bidder to see that the statutory provisions are complied with.
- viii) In the event of failure on the part of the successful bidder to fulfill his contractual obligations. GDL /Matexnet reserves the right to debar such bidder from participating in any future auction/tender auction on behalf of Gateway Distriparks Limited .
- ix) In case of accidents etc. to the bidder / labour / or his representatives, GDL/ -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.
- x) GDL/ Matexnet will not be liable for any claim and bidder shall keep GDL/Matexnet fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
- xi) No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the seller's premises. The decision of the Officer or his authorized representative shall be final in this regard.
- xii) Segregation of material will not be allowed in sellers premises. Breaking/ Cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the sellers' officials.

11.0 DISPUTES

- i) In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by **Gateway Distriparks Limited** and the Arbitration proceedings would be governed by 'Arbitration and Conciliation Act' 1996.
- ii) The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute and shall be paid in advance to the auctioneer. The jurisdiction for appealing against the award in a court, or any other proceedings under the Arbitration Act, shall be that of courts in Gurgaon only.

Disclaimer –

1. Matexnet runs its business on the basis of a robust Web Site. However Matexnet is outsourcing server space from a third party hosting company and hence shall ensure the smooth running in all good faith and intention. However 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 Matexnet directly or indirectly affecting online method of Bidding.
2. Matexnet takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless. Matexnet 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 transactors by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties 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 to be followed from time to time etc. 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. Matexnet Pvt. Ltd. is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between the Seller and Bidder. Matexnet Pvt. Ltd. shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.

3. The Seller/Bidder agrees to limit the liability of Matex Net 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 Matex Net 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.

Annexure –1
Acceptance to Participate Form

Bidders to fill all the details and submit at any of the offices of the Auctioneer OR GDL ICD, Garhi Harsaru, Gurgaon.

Note: All entries compulsory.

ACCEPTANCE TO PARTICIPATE FORM

DATE:

I/We confirm having

- 1) Gone through the above-mentioned terms and conditions and agree to take part in the Online Auction for sale of Unclaimed / Uncleared Import cargo by GDL.
- 2) 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.
- 3) The decisions taken by representatives of Customs/ Custodian in all respects shall be binding on me.
- 4) 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.
- 5) 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 changes.
- 6) 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".
- 7) 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) _____

Company / Firm / Person / concern / in whose name the material is/are to be purchased

Contact Person(s) _____

Designation _____
(In case of company/firm, give, in addition, names of key Directors/ Partners)

Address _____

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

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

E-Mail _____

Are you familiar with e- Auction/online 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.

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

Signature of Authorized Signatory with Name and Seal.