

Gateway Rail Freight Limited

Inland Container Depot – Garhi Harsaru

Opp Railway Station Garhi Harsaru, Village Wazirpur Mor,

Via Pataudi road, Distt. – Gurgaon (Haryana)

Telephone : 0124 – 2276321 – 327; Fax : 0124 - 2276501

Web Site: www.gatewayrail.in

CIN: U60231DL2005PLC138598



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- 42433461/462/463

delhi@matexnet.com; motorsdelhi@matexnet.com; www.matexnet.com



Registered Office

MATEXNET PVT LTD

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CIN: U72900KA1995PTC018388

MatexNet Pvt. Ltd. (hereinafter called MatexNet) is an authorized e- commerce service provider for **Gateway Rail Freight Limited, Custodian of Inland Container Depot – Garhi Harsaru** (Seller) hereinafter called as “**GatewayRail**” 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 Rail Freight Limited** 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.

| | |
|---|---|
| Inspection of Materials Date & Timings | Inspection Date : From 18.03.2017 to 23.03.2017 (Except Second Saturday, Sunday and Holidays) Time :- 11:00 A.M. till 04:30 P.M. |
| Venue of Inspection | ICD Garhi, Harsaru, Opposite Railway Station Garhi Harsaru near Vazirpur more, Via Pataudi road Gurgaon |
| EARNEST Money Deposit | As per below mentioned material list.DD Favoring "Gateway Rail Freight Limited" payable at New Delhi EMD For Individual lots refer to Description of Material list. |
| Last Date to Receive EMD | 24.03.2017 before 12:30 P.M. |
| Online Auction Date & Time | <u>24.03.2017 (Friday)</u> <u>Timing : 2:00 PM to 3:30 PM</u> <u>Unbidded lots will reopen at 3:31 P.M. to 4:00 P.M.</u> |
| Online Auction Result | The Result of the auction will be displayed on or before 30th Mar. 2017 on website www.matexnet.com |

Note: Demo auction is also arranged on **24.03.2017 from 11:30 A.M. to 1:00 P.M.**

- DETAILS OF LOT OF CONTAINER / CARGO PUT UP FOR SALE, EMD 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- **ICD Garhi Harsaru**. Loading of cargo and transportation shall be arranged by buyer at their cost.

For further details contact

| | |
|--|--|
| Contact Official/s at Gateway Rail Freight Limited, ICD Garhi/Harsaru 1. Mr Umed Singh (9958890397), 2. Mr. Laxman Singh Negi (8130897558) | Contact official/s at MatexNet Pvt. Ltd.- New Delhi Helpdesk:- Mr. Ramesh K Singh – 011-42433462/9312399314 1. Mr. Alindra Kumar (GM) – 9818060144 2. Mr. Manish Tiwari (AGM) - 9350223438 3. Mr. Vijay Kumar – 7505859115 4. Mr. Sanjeev Chauhan- 9311634120 5. Mr. Satish Kumar – 8802645240 |
|--|--|

Description of Material List

| Lot No | Container No | Size | IGM/SMTP/B/L No & Date | Approx Weight | Commodity | PCB | CMD INR |
|------------------------------|--------------|--------|--|----------------|-------------------------|----------|-----------------|
| GHH 01/16- 17 | AMFU3175095 | 7X20' | 2077829/03Feb14 1218862/ 04Feb14 DCFAPDDOO/16Jan14 | 192640 Kgs | Shredded Metal Scrap | N | 1,00,000 |
| | GLDU5400700 | | | | | | |
| | TCLU2742856 | | | | | | |
| | GLDU5423752 | | | | | | |
| | CAXU6671669 | | | | | | |
| | GLDU5322700 | | | | | | |
| | BSIU2183382 | | | | | | |
| | | | | | | | |
| GHH 02/16- 17 | DRYU2003911 | 62X20' | | 1283780 Kgs | Shredded Metal Scrap | N | 2,00,000 |
| | FCIU3599485 | | | | | | |
| | IPXU3194321 | | | | | | |
| | IPXU3552092 | | | | | | |
| | DFSU2674274 | | | | | | |
| | GLDU5344720 | | | | | | |
| | GLDU3158644 | | | | | | |
| | GESU3605350 | | | | | | |
| | BMOU2263081 | | | | | | |
| | CAIU2665115 | | | | | | |
| | BSIU2447510 | | | | | | |
| | CAIU2466710 | | | | | | |
| | TEMU2219863 | | | | | | |
| | TGHU2916767 | | | | | | |
| | TCLU3013627 | | | | | | |
| | TGHU3128287 | | | | | | |
| | TGHU3202234 | | | | | | |
| | AMFU3165923 | | | | | | |
| | GESU3573058 | | | | | | |
| | DFSU2219753 | | | | | | |
| | GLDU3280930 | | | | | | |
| | AMFU3123532 | | | | | | |
| | IPXU3926844 | | | | | | |
| | FCIU3222357 | | | | | | |
| | FCIU3130409 | | | | | | |

FSCU7690165

BSIU2194068

IPXU3521379

CAXU6738063

GLDU3469918

2077723/ 31Jan14

TCLU3011141

1218317/ 03Feb14

CLHU3385335

DCFAPD200/ 10Jan14

GESU3867089

CAIU2666370

GESU3858596

AMFU3172500

GLDU3205936

IPXU3833248

FCIU2189001

TGHU1199240

AMFU3201023

GESU2398285

GESU3481521

GESU3921744

GLDU5346759

CAIU2621499

FSCU7695995

GLDU5760218

CAIU2661465

SCZU7948252

IPXU3104797

BSIU2287854

FCIU3328354

DFSU2243430

FCIU2791739

DFSU2680765

GLDU3469604

FCIU2259449

GLDU3199221

IPXU3719430

IPXU3217664

GLDU5341593

| | | | | | | | |
|------------------------------|-------------|--------|--|---------------|---------------------------|----------|-----------------|
| GHH 03/16- 17 | BHCU3115080 | 19X20' | 2078135/07Feb14 1219931/10Feb14 SCJUA4804551AA/ 18Jan14 | 522740 Kgs | Shredded Metal Scrap | N | 1,00,000 |
| | CRSU1441239 | | | | | | |
| | CRSU1005575 | | | | | | |
| | TCKU1711004 | | | | | | |
| | TTNU3790083 | | | | | | |
| | TCKU3272425 | | | | | | |
| | TTNU3649054 | | | | | | |
| | SIIU2034678 | | | | | | |
| | CRXU3317260 | | | | | | |
| | CAXU3133103 | | | | | | |
| | CAXU6787690 | | | | | | |
| | CRSU1376072 | | | | | | |
| | BHCU3095195 | | | | | | |
| | TTNU3470768 | | | | | | |
| | CRSU1276474 | | | | | | |
| | TCKU3470694 | | | | | | |
| | BHCU3164439 | | | | | | |
| | GESU3988603 | | | | | | |
| | SIIU2031489 | | | | | | |
| | | | | | | | |
| GHH 04/16- 17 | TCKU1353580 | 1X20 | 2078269/ 10Feb14 1220429/ 11Feb14 SCJUA4804573AA/ 21Jan14 | 27460 Kgs | Shredded Metal Scrap | N | 50,000 |
| GHH 05/ 16-17 | PONU0163662 | 1X20 | 23576/25Nov09 529345775/ 28 Oct 09 | 23550 Kgs | Shredded Metal Scrap | N | 1,00,000 |
| GHH 06 /16-17 | MSKU6424948 | 1X40 | 2286219/03Mar13 753082838/09 Feb13 | 14195 Kgs | Used Aluminum Cans | N | 1,00,000 |
| GHH 07 /16-17 | IPXU3058388 | 1X20 | 2141825/ 08 Jul 16 HUSERUS1676937/ 03 May 16 | 10000 kgs | Injection Mold Machine | N | 1,00,000 |
| GHH 08 /16-17 | CMAU1876266 | 1X20 | 2023925/ 09 Nov 11 EG2269663 / 14 Oct 11 | 25000 KGs | Polished Marble Slabs | N | 1,00,000 |

Note: 1. Tax as per applicable + VAT as per Sale Tax & VAT Authority (Haryana Government).

(i) **GRFL: 5% to 5.25%**

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

(iii) **Time period of lifting: - Gateway rail freight Ltd will give 10 days for lifting the Cargo.**

2. Cargo details mentioned above is as per the documents & details available with Gateway Rail Freight Limited (i.e. IGM, Cargo Declaration & copy of Bill of Lading) and the goods being sold in lots on **"As is and where is basis" and "No complaint basis"**.

3. In case the delivery of cargo is not taken by the consignee within 10 days after payment of final amount within the stipulated time period mentioned below, then entire paid amount and Earnest Money deposited shall be forfeited and GatewayRail shall be authorized to sell the cargo to any other bidder/interested buyer.

ONLINE AUCTION
GATEWAY RAIL FREIGHT LIMITED

Ref No:

GatewayRail Freight Limited shall be auctioning unclaimed/un-cleared imported cargo landed at Inland Container Depot, at Garhi Harsaru (Gurgaon) under section 48 of Customs Act 1962 through Online Auction (E-Auction) as per following terms and conditions.

MatexNet Pvt. Ltd. is organizing Internet Auction on behalf of GatewayRail Freight Limited, *Custodian of ICD Garhi Harsaru Gurgaon*

GENERAL TERMS & CONDITIONS OF SALE:

The sale of cargo shall be done through on line auction under **"AS IS & WHERE IS BASIS" AND "NO COMPLAINT BASIS"**.

1.1 DEFINITIONS:

SELLER – Seller referred in these conditions of sale, Gateway Rail Freight Limited, Custodian of **Inland Container Depot Garhi Harsaru (Gurgaon, Haryana)**.

BUYER – Buyer means the bidder in whose favour the auction is awarded.

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 **GatewayRail Freight Limited**.

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 Registering himself on the website www.matexnet.com and paying the stipulated amount of Earnest Money/EARNEST 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/Earnest money and set the Bidding Limits. But he can't register separately for himself & company at the same time.

PRICE - Purchase price means the amount of highest quote received during the process of auction.

BALANCE MONEY - Balance Money shall mean the difference of bidding price in succession and the money deposited by the Bidder as EMD (EARNEST Money Deposit).

DELIVERY PERIOD – Delivery period means 10 days from the date of auction result declared (Inclusive of 4 days from date of result for making payment).

TIMING OF ONLINE BID – Time, wherever mentioned in any document relating to the bidding event including the auction catalog, refers to Indian Standard Time (IST) i.e. UTC + 05.30 hrs. All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavour of MatexNet to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. UTC + 05.30 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (Start, operation, closure) would be guided by the Server Time. Bidders are advised to refresh the right side window of the Auction room to check the exact Server Time that is displayed there.

Bidders may note that Matex Net does not represent or warrant that the Images are accurate, Complete, reliable, Current or error – free even though care has been take to present them. They are only indicative in nature. Hence bidder are advised to physically inspect the auction property before placing them.

1.2 **PARTICIPATION:**

- 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.
- Bidders 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 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.

- Registered Bidders will be required to FAX a duly signed copy of the Form **“Acceptance to Participate Form”** given in **Annexure –2** 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.**

- **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.

- **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.

- **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 outbided, up to the ceiling/floor amount 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/decrement amount prescribed for that particular lot. However Auto Bid cannot be set for amounts less than two increments/decrements to the highest/lowest bid prevailing at that point of time.

 - 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.

(i) **Password & Security**

After intending bidders register with MatexNet on the website, they will be allotted a unique user identification (User ID) by MatexNet and they will be prompted to enter a password. This is the log in password. The log in password is a string of characters (combination of alpha, numeric & special characters) used to authenticate the identity and provide access to various resources on the website. The length of the log in password has to be a minimum of eight characters and has to be a combination of alpha and numeric characters. Special characters can also be included to strengthen the log in password. However the following special characters

~,.,/,?,<,>,:;,\',\",<\/>,+ =,_,-,^

are not allowed and will be ignored. Bidders are solely responsible for all use and for maintaining and protecting the confidentiality of their User ID and password.

Forgot Password

In case Bidders forget the log in password, the only way they can change their log in password is by clicking on the “Lost Password” link on the home page of the website. Bidders will receive a verification code on their registered e-mail address and their registered mobile phone. Using the verification code Bidders can change their log in password. The e-mail carrying the verification code will also contain a link. Bidders can also change their log in password by clicking on the link that will directly take them to the change password page. Bidders are advised to check their spam / junk mail to check for the e-mail carrying the verification code. MatexNet will not be responsible for non-receipt of SMS/e-mail carrying the verification code. Bidders are advised in their own interest to log in and check to ensure that their credentials are valid before the auction starts to avoid complications in the last minute. Bidders reporting loss of access to their registered mobile phone & their registered e-mail may please note that their request for resetting their log in password will be done only after receipt of a written request along with the full set of documents. Resetting of log in password will be done after verification of the documents submitted and will take at least two working days.

Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password.

Transaction Password:

In order to have an additional layer of security, Bidders have to authenticate their entry into the virtual auction room using their transaction password. Only then they will be able to place their bids. Bidders can set their transaction password and have to confirm the same with the OTP that will be sent to their registered mobile number and their registered e-mail ID. Transaction password is session specific.

1.3 EARNEST MONEY DEPOSIT (EMD):

- i. To participate in an Online-Auction, Registered Bidders have to deposit an Earnest Money Deposit (EMD) as per list which has to be paid for participating in the lots by **24.03.2017** before 12:30 P.M.
- ii. Un-Successful bidders can collect their EMD DD on next day of E-auction from Matex Net Office (if submitted in Matex Net Office) or from Gateway Rail office (if submitted in Gateway Rail office).

1.4 **MODES OF PAYMENT OF EARNEST MONEY DEPOSIT (EMD)**

- (i) The Earnest Money Deposit can be deposited By **DD OR Pay Order** to be submitted before 12.30 P.M. on Date **24.03.2017** drawn in favor of "**GATEWAYRAIL FREIGHT LIMITED**" **PAYABLE AT New Delhi.**
- (ii) On Payment of EMD 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 EMD will be forfeited without any further notice, if the highest bidder fails to deposit the balance payment against any lot (irrespective of the number of lots for which he is the highest bidder) within specified period (please refer payment terms mentioned below) after display of results on the website. **EMD 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 01.00 P.M. on 24.03.2017.**
- (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 Rail and it is binding on the bidder.

2.0 CONDITIONS OF SALE:

- (i) Goods are being sold in lots under "**AS IS AND WHERE IS BASIS**" and "**NO COMPLAINT BASIS**".
- (ii) The highest bidder will be normally offered the goods subject to approval of auction committee & NOC from Indian Customs Department or other NOC if required from any other government departments. 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 Rail Freight 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) **Gateway Rail Freight Limited** does not give warrantee or guarantee of the Quantity, Quality, and Chemical composition of each individual item in the lot or

about the "End Use" or fitness for particular purpose as these goods are put for sale under **"AS IS AND WEHERE IS BASIS" AND "NO COMPLAINT BASIS"**.

- (vi) Goods are sold on the assumption that the bidder has inspected the lots prior to bidding and know what he is bidding for lot under **"AS IS AND WEHERE IS BASIS" AND "NO COMPLAINT BASIS"**.
- (vii) Goods may be sold solely or by clubbing them in lots as suitable, convenient and advantageous in the opinion of Gateway Rail Freight Limited. Lot will be put up for online auction as per convenience of management of Gateway Rail Freight 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) GATEWAY RAIL FREIGHT LIMITED/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 Rail Freight Limited** /Matexnet directly or indirectly affecting online method of Bidding.
- (xi) The online bidders are advised to exercise Earnest 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 EMD 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 or before **30th Mar. 2017** 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 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 Transaction Password:

In order to have an additional layer of security, Bidder have to authenticate their entry into the virtual auction room using their transaction password. Only then they will be able to place their bids. Bidders can set their transaction password and have to confirm the same with the OTP that will be sent to their registered Mobile number & their registered email ID. Transaction password is session specific.

5.0 LOT CONFIRMATION:

Final confirmation of Bid acceptance will be done after approval by Customs and GatewayRail. 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 – **Garhi Harsaru**. 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 i.e.DGFT, Environment Dept. etc.

6.0 TAXES:

All bids invited are for the net amount accruable to **Gateway Rail Freight Limited** and all taxes or other levies charged under respective states, 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 money of the purchase price within four days after declaration of result announced by **Gateway Rail Freight Limited** through Matex Net Pvt. Ltd. In case Buyer fails to make balance payment within stipulated time, then **Gateway Rail Freight Limited** shall reserve the right to re-auction without any intimation to the buyer and the earnest money deposited and any advance payment made by the buyer shall be forfeited.

- ii) The Buyer shall pay the Balance money of the purchase price (After reducing of EMD Amount by the Buyer deposited by the Buyer) directly to "**Gateway Rail Freight Limited**". Auction Sale Invoice will be issued by **Gateway Rail Freight Limited**, only after making payment of balance money along with Sales Tax, Octroi, Cargo / Lift on & Lift off (if applicable) charges, Service Taxes etc.
- iii) In case the Buyer is from online bidding then Buyer shall produce intimation letter and receipt for deposit of EMD issued by Matexnet Pvt. Ltd. along with the notice issued by **GATEWAY RAIL FREIGHT LIMITED** while making the balance payment.
- iv) Auction sale shall be treated as local sale under the Haryana state VAT Act. In any case 'C' Form against sale will not be accepted by GatewayRail Freight Limited. Full VAT will be collected at the prescribed rates. Successful Bidders should make their own arrangements as per the provision of their Local/Central Sales Tax laws to take the goods to their state.
- v) The balance payment will be accepted through net banking as well as by way of Pay Order/ Demand Draft drawn on any nationalized or scheduled bank in favour of "**Gateway Rail Freight Limited**" Payable at **New Delhi** w.r.t. Pertaining bid.
- vi) Letter of intimation is issued on the basis of the address mentioned in the Acceptance to Participate Form. **GatewayRail Freight Limited** is not responsible for the non-receipt of intimation due to wrong / incomplete address given on the Form by the Bidder.
- vii) If no intimation reaches for reasons beyond control of **GATEWAY RAIL FREIGHT LIMITED** the Buyers are expected to make efforts to find out status. Non-receipt of Intimation should not be an excuse for non-payment.
- viii) If the Buyer fails to make payment and/or take delivery of the material, **Gateway Rail Freight 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 and any advance payment made 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 Rail Freight Limited** at the rate / tariff prevailing at the time of taking delivery.

9.0 **DELIVERY:**

- i) The goods sold in the auction should be lifted within 10 days after making the full payment. In case of any delay thereafter, ground rent would be levied @ Rs.500/- for per 20' ft container/day and @ Rs.800/- for 40' ft container/day and applicable service tax, as due.
- ii) The goods shall be lying in the premises after the conclusion of the bidding at the sole risk and cost of the Buyer in all respect.
- iii) Delivery of commodities requiring clearance from other regulatory agencies like CFL, P&Q deptt. etc will be effected only after obtaining the requisite clearances.
- iv) The successful bidder shall produce the intimation letter received from **GatewayRail Freight Limited/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 **Inland Container Depot at Garhi Harsaru (Haryana)** by producing the intimation letter, if subsequently found to be illegal possessor / producer of the documents, **GatewayRail Freight Limited** shall in NO WAY be responsible.
- v) The material can only be removed/gate-out from ICD premises at **Garhi Harsaru** on production of a Gate Pass issued by the Administration of ICD **Garhi Harsaru**.
- vi) Gate pass for removal will be issued only after the full purchase price including taxes etc., has been deposited by the Buyer.
- vii) In case the Buyer 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 **GATEWAY RAIL FREIGHT LIMITED** Administration at the time of taking delivery of the material.
- viii) No extension for more than 10 days beyond the delivery period within which the Buyer 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 ICD in such manner as deemed fit at the entire risk and cost of the Buyer and he will not be entitled to any compensation whatsoever for the material having been so disposed off.
- ix) **Gateway Rail Freight 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.
- x) It is to be distinctly understood that the delivery of the material will be ex – site under **"AS IS AND WHERE IS BASIS" AND "NO COMPLAINT BASIS"**. The delivery will not be effected on Second Saturdays/Sundays and Gazette 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.

- xi) The laborers of the Buyer may not be allowed in the **GATEWAY RAIL FREIGHT LIMITED** premises. GATEWAY RAIL FREIGHT LIMITED would make arrangements for loading of goods at the prevailing rates.
- xii) The GATEWAY RAIL FREIGHT LIMITED 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 Buyer for detention to vehicles etc., will be entertained by GATEWAY RAIL FREIGHT LIMITED Administration on this account. GATEWAY RAIL FREIGHT LIMITED Administration shall not in any circumstances whatsoever is liable for any other loss through any cause whatsoever which may occur after all the formalities for the sale is completed.
- xiii) The representatives of Customs and GATEWAY RAIL FREIGHT LIMITED and Security Department in the presence of the Buyer will jointly witness delivery of the material. In the event of Buyer's failure to do so GATEWAY RAIL FREIGHT LIMITED shall in no case be responsible for any shortage and shall not under any circumstances make good the deficiency.
- xiv) Once the goods have been made over to the Buyer, GATEWAY RAIL FREIGHT LIMITED Administration shall not accept any responsibility whatsoever for the safe guarding of the purchased goods.
- xv) The material will remain GATEWAY RAIL FREIGHT LIMITED'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 Buyer only after the sale has been completed. GATEWAY RAIL FREIGHT LIMITED 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 Rail Freight 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 Rail Freight Limited** is not bound to accept the highest offer.
- iii) Employees of **GATEWAY RAIL FREIGHT LIMITED/ MatexNet** are barred from participating in the On-line sale, unless otherwise approved by GATEWAY RAIL FREIGHT LIMITED 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 personal are subject to the security rules of GATEWAY RAIL FREIGHT LIMITED in force while in the GATEWAY RAIL FREIGHT LIMITED 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 GATEWAY RAIL FREIGHT LIMITED, the bidder is permitted by the GATEWAY RAIL FREIGHT LIMITED administration to engage his own workers / equipment's for loading the cargo within the seller's 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. GATEWAY RAIL FREIGHT LIMITED /Matexnet reserve the right to debar such bidder from participating in any future auction/tender auction on behalf of Gateway Rail Freight Limited.
- ix) In case of accidents etc. to the bidder / labour / or his representatives, GATEWAY RAIL FREIGHT LIMITED/ -Matexnet will not at any time be responsible for any injuries caused due to accident within GATEWAY RAIL FREIGHT LIMITED 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) GATEWAY RAIL FREIGHT LIMITED/ Matexnet will not be liable for any claim and bidder shall keep GATEWAY RAIL FREIGHT LIMITED/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 Terminal Manager – Gateway Rail Freight Limited, ICD **Garhi Harsaru** 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:

- a. In case of any dispute, the same shall be referred to a sole arbitrator, to be appointed by **CMD/ CEO of GatewayRail Freight Limited** and the Arbitration proceedings would be governed by

'Arbitration and Conciliation Act' 1996 as amended from time to time and rules made thereafter. The place of Arbitration shall be New Delhi and the Language of Arbitration shall be in English.

- b. 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 New Delhi 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 its 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 –2

Acceptance to Participate Form

Bidders to fill all the details and submit at any of the offices of the Auctioneer OR Gateway Rail Freight Limited Office at New Delhi, Sahnewal (Ludhiana), Punjab & Garhi Harsaru (Gurgaon).

Note: All entries compulsory.

ACCEPTANCE TO PARTICIPATE FORM

DATE:

- 1) I/We confirm having 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 GATEWAY RAIL FREIGHT LIMITED.
- 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.