

Auction Details		
Auction No	MSTC/NRO/Gateway Rail Freight Limited/1/Garhi Harsaru/19-20/10995[217823]	
Opening Date & Time	26-07-2019::11:00:00	
Closing Date & Time	Scheduled Time <u>26-07-2019::15:00:00</u>	Closed At <u>26-07-2019::15:00:00</u>
Inspection From Date	12-07-2019	
Inspection Closing Date	25-07-2019	

Seller Details	
Seller /Company Name	Gateway Rail Freight Limited
Location	Garhi Harsaru
Street	SF-7, Second Floor,D-2, Southern Park, Saket District Centre
City	New Delhi-110017
Country	INDIA
Telephone	9911119042
Fax	01140554413
Email	prakash.tyagi@gatewayrail.in
Contact Person	Prakash Veer Tyagi

LOT NO[PCB GRP]/LOT NAME	LOT DESC	QUANTITY	ED/ (ST/VAT)	LOCATION
Lot No. :1	One Lot consisting of 824 Cases (9881 Bottles) of Assorted Wine on <i>As Is Where Is</i> basis. CLICK FOR LOT DETAILS & SPECIAL NOTE FOR SALE CLICK FOR LOT PHOTOGRAPHS	1.0 LOT	As Applicable /As Applicable	GatewayRail Freight Limited, ICD, Opp. Railway Station, Garhi Harsaru, New Wazipore More, Via Pataudi Road, Dist.Gurgaon State :Haryana
PCB GRP :[WINE & OTHER LIQUOR]				
Lot Name :ONE LOT CONSISTING OF 824 CASES/9881 BOTTLES OF ASSORTED WINE				

Total No of Lots = 1

SPECIAL TERMS & CONDITION

ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, www.mstcindia.co.in

For any queries contact:

MSTC LTD., NRO, NEW DELHI:

Mrs. Tanvi Saran, AM

email id: tsaran@mstcindia.co.in

Board no. 011-23214201, 23213945(Ext.219).

Seller /Company Name Gateway Rail Freight Limited

Location Garhi Harsaru

Street Inland Container Depot, Opp. Garhi Harsaru Railway Station, Near Wazirpur

More, Pataudi Road, Garhi Harsaru City Gurgaon -122505

Country INDIA

Telephone 8130897558, 9958890397

Email laxman.negi@gatewayrail.in, umed.singh@gatewayrail.in

Contact Person Laxman Singh Negi, Umed Singh

Special Note:- NOC received from Customs has certain conditions which should be fulfilled. Appended below the same for ready reference. Individuals are not allowed to participate for this Lot Customs Duty is to be paid by the Bidder and should not be included in the BID amount.

**The goods may be sold/auctioned as per Circular F.No. 711/2083LC(AS(, Dated 10.08.1983. The Excerpts from draft disposal manual is reproduced as below-
16.3.1 Liquor May be sold to the Canteen Stores Department (India) or to defence establishments for sale to defence personnel at price equal to CIF plus duty less 10 % as discount. For sale to ITDC for resale in duty free shops or for due export subject to making entry in the stock registers of these shops, no duty may be collected. ITDC is allowed to pay 50 % of the cost of liquor at the time of delivery and balance may be paid by them within a period of 6 months.**

16.3.2 Liquor may also be offered for sale to duty free shops run by private organizations at prize equal to CIF less 10 % discount, Liquor may also be sold without discount to hotels, restaurants and clubs having the necessary liquor licenses directly, subject to compliance with requirement of state excise Department.

PAYMENT CLAUSE: SERVICE CHARGES IS TO BE MADE IN MSTC ACCOUNT ONLY THROUGH THE ePayment LINK AVAILABLE IN BUYER LOGIN. No other mode of payment will be accepted for payment favouring MSTC Ltd.

CLICK HERE FOR THE

LINK:<http://www.mstcecommerce.com/auctionhome/RenderFileGeneralAuctions.jsp?file=BuyerManualforePayment.pdf>

1) MSTC Ltd. shall hereinafter be referred to as MSTC and Gateway Rail Freight Limited as Owner/Seller.

2) The sale is through e-Tender cum e-Auction method. In case of e-Tender interested buyer can submit their bid through e-Tender only once. Buyers may refer to 'Bidder's Manual' for instructions on bidding process in e-Auction/e- Tender.

3) All the offers shall be valid for a period of 60 days from the date of closing of e-Auction. In case bids are not confirmed by Seller within stipulated period, bidders have option to take refund of EMD/Security or may not take the delivery of cargo.

4) All the materials are offered for sale on AS IS WHERE IS basis, Ex-works owners and where they are stacked. Material are sold on the assumption that bidders have inspected the same and know what they are buying, irrespective of whether they have first inspected the materials or not. No complaint shall be entertained in this regard. Goods are sold on the assumption that the bidder has inspected the lots prior to bidding and know what he is bidding for. Buyers have to inspect for hazardous/explosive properties, if any, before submitting the bid. In case they come across any material beyond the scope of the description of material, it should be informed to Seller/MSTC. The material offered for sale can be inspected during 11 AM to 05 PM on the inspection dates as mentioned hereinabove. 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. Bidders are not allowed to take the sample from the lot unless otherwise specified.

5) Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate. However, The quantity in actual may turn out to be more or less than the estimated quantity. In the event of quantity turning out to be more than the estimated quantity the buyer has to lift the indicated quantity. In the event of actual quantity turning out to be less than the estimated quantity, the buyer shall not be entitled to claim any damages, loss of interest or compensation on this count. In case where the UOM is LOT, the material as offered has to be lifted by the buyer on As Is Where Is basis and no excess/short lifting shall be taken onto account.

6) Though a facility is provided to bidders to select a category in the live auction floor; however, buyers, in their own interest are advised to go to live e-Auction floor, after selecting "All Categories". MSTC will not be responsible for any oversight in selecting the category in live e-Auction/lot on the part of bidders/buyers.

7) The rates must be offered on lot basis for each lot separately not part thereof i.e., in Rupees per lot only. The Rate must be quoted exclusive of GST or other relevant taxes etc. These will be charged extra as applicable. Any variation in GST or other relevant tax and any fresh statutory levies will be borne by the buyers. Auction sale shall be treated as local sale only. C Form against outstation sale will not be accepted

by the Seller wherever VAT is applicable. Full GST will be collected at the prescribed rates. Bidders should make their own arrangements under applicable GST laws to take the goods to their state.

8) GST rates as indicated in this catalogue are only indicative. Actual GST rates as applicable on the date of lifting shall be applicable. Bidders are required to satisfy themselves about GST rate through their own sources/means before bidding in this e-Auction and any discrepancy should be intimated to MSTC / Seller at least one working day prior to the e-Auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-Auction goes on live floor. Non-payment of sale proceeds on the ground of any discrepancy of GST rate will be treated as default and action as deemed fit including but not limited to forfeiture of EMD/SD will be taken against the bidder. MSTC/Seller will not be liable to issue any Sale Order/Delivery Order/Invoice etc. wherever GST Registration Number is not submitted by the bidder/buyer.

9) The successful bidders shall submit Earnest Money Deposit by NEFT/RTGS/ePayment through the ePayment link available in Buyer login. Alternatively, EMD can also be deposited through on-line mode or through Bank Draft in favour of Associated Container Terminals Limited, payable at Delhi, within seven days of e-Auction/Lot being declared SOLD excluding the date of declaration of result by MSTC. For online payment, account details of SELLER are as below:

Bank Name :HDFC Bank Limited

Branch :Greater Kailash1

A/c No : 00920350000017

IFS Code :HDFC0000092

The EMD must be @25% of the net sale value quoted (excluding GST and duties) against each lot. Upon receipt of EMD within the time prescribed by the Seller, a detail of such payments shall be provided to MSTC. Sale Order/ Acceptance Letter will be issued by MSTC only after confirmation of FINAL Result from SELLER. Upon issue of sale order the EMD shall automatically be converted into security deposit. The Security Deposit as specified in Sale order shall be adjusted only at the time of final payment. The Contract shall be treated as having been entered into as soon as the ink-signed Sale Order/Acceptance Letter is issued by MSTC on behalf of SELLER.

10) FINAL PAYMENT: The balance payment of each lot of materials along with applicable GST and other relevant taxes must be paid by the buyer to SELLER directly in one installment within 10 days from the date of Sale Letter/Order issued by MSTC (including the date of issuance of such letter). The Sale letter/Order shall clearly specify the break-up as well as the method of payments (on-line mode and/or bank draft).

11) STATUTORY PAYMENTS: The rate of Excise Duty, Sales Tax/VAT Income Tax, Education Cess or any other statutory Duty / Tax / Levy / Charge etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials. The rates of Duties and Taxes displayed on the e-Auction Website are only indicative and based on the rates prevailing before the commencement of the e-Auction.

12) On receipt of full payment by SELLER and service charge by M/s MSTC Ltd, delivery order shall be issued by M/s MSTC Ltd. with a copy to SELLER.

13) In case the date of submission of payment happens to fall on a Public Holiday, the next day shall be considered as the date of submission of payment. DDs of Cooperative Bank shall not be accepted and will be returned without any action being taken on them.

14) Payment towards material value and other dues is to be made as stipulated in Sale Order/Acceptance letter. If there is a default in payment as per Terms of the Sale order cum Acceptance letter, the Security deposit mentioned therein will stand forfeited automatically without any further notice and Sale Order will stand cancelled. SELLER will re-auction the lot accordingly.

15) LATE PAYMENT PENALTY: For Any delay in making payment within time limit specified, the due payment may be made together with late payment penalty @ 1% per week or part thereof on the entire bid value, maximum up to 14 days (calculated from the next day of last date of payment submission by bidder). In case the bidder does not submit the payment in time or in extended time of 14 days with penalty, sale of the concern lot will be automatically cancelled and the Earnest Money/Security

Deposit (as the case may be) will automatically stand forfeited. Such late payment penalty along with balance payment is to be submitted to SELLER directly either through on line or through bank draft.

16) DELIVERY PERIOD: The successful bidders shall lift the cargo allotted to them by Gateway Rail Freight Limited labour and transport may be arranged at their own cost. Delivery is to be taken within 3 Days (Three Days) from the date of Release Order issued by the Seller (on behalf of the Delivery Order issued by MSTC) including date of issuance of Release Order. On the basis of the Release Order, SELLER will issue gate pass for the particular lot. If last day of delivery falls on a public holiday, the next working day shall be considered as the last date of lifting.

17) DEFAULT IN LIFTING: In case of any default in lifting of materials by the Buyer within the prescribed free time limit, the outstanding material may be lifted subject to payment of Ground Rent by the Buyer directly to the SELLER for the period of delay up to 2 weeks maximum, provided written request is received before the expiry of the free lifting period. All matters relating to charging of Ground Rate will be decided by the SELLER. In case of Goods sold on Lot Basis, the Ground Rent will be calculated on the value of the entire Lot even if lifted in part, where as in case of Goods sold on Unit Weight or Unit Number Basis, the Ground Rent will be calculated on the value of unlifted quantity. However, it must be noted by the Bidders that it will be the sole discretion of the SELLER not to allow the Buyer to lift the Goods with or without the Ground Rent after the expiry of the stipulated free Delivery period and in such event, the sale of the material not lifted by the Buyer(s) will be automatically cancelled and SD/amount equivalent to SD of the lot will be automatically forfeited. The buyer shall have no right to claim whatsoever on the materials remaining unlifted.

18) The Sale will be governed by the Material List & Special Terms & Conditions (STC) displayed on the Live e-Auction Floor (and not under Forthcoming Auctions) as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of e-Auction Registration with MSTC. The Material List & STC displayed under View Forthcoming Auctions on MSTC's e-Auction Website are tentative and subject to change at MSTC's sole discretion before the start of e- Auction. Bidders should therefore download the Material List and STC displayed only under View Live Auctions for their record purpose, if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the e-Auction Website and clicking on NEW USER. Participation in the e-Auction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the STC, BSTC and GTC. In case of any

conflict between the STC and BSTC, the STC shall prevail. MSTC shall have the right to issue addendum to the STC or BSTC, to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.

19) 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.

20) The Principal/Owner of the materials reserves the right to withdraw at any stage the sale of any container, item or quantity of material either by number or by weight or any other specific unit etc, even after issue of Sale Order/Delivery Order. The Principal/Owner will not be bound to assign any reason or details thereof. Value of the materials so withdrawn, if any, and paid by the buyer will be refunded without any interest. The Principal will however, not be responsible for any damage, loss, direct or consequential compensation whatsoever to the buyer nor for payment of any interest. SELLER is not bound to accept highest offer.

21) The Bidders/ customers' workmen shall have to abide by the rules & regulation including safety & security regulation of the relevant statutory acts. Entry inside the works / stores should only be against Gate pass for the men and equipment for which purchaser will have to apply well in advance before lifting commences. The purchaser shall ensure that his workmen do not loiter around within the stores area/ factory areas. They shall not touch any material except those material shown to them. If any of his workmen is even found violating these restrictions, the purchaser shall be responsible for making good the loss to the owners on which their decision shall be final and binding.

22) DISPUTES: In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by the SELLER and the Arbitration proceedings would be governed by "Arbitration and Conciliation Act" 1996. The fees and expenses towards

arbitration proceedings shall be shared, equally, by the parties to the dispute. The jurisdiction for appealing against the award in a court, or any other proceedings under the Arbitration Act, shall be that of courts in Sonapat only.

23) Delivery of commodities requiring clearance from other regulatory agencies like Wine, CFL, P&Q, ADC, Chemical examiner, Police deptt. and other agencies etc. will be effected only after obtaining the requisite clearances.

24) The successful bidder shall produce the copy of MSTC's I-Card and Delivery Order for proper identification of bidder at the time of taking delivery of the material.

Original I-card holder may nominate his representative through proper authorization to take delivery on his behalf. The material can only be removed from Seller's premises on production of a Gate Pass issued by the Seller.

25) After receiving full value of bid along with GST & other relevant taxes etc, the delivery of cargo will be given to successful bidder. The delivery will be given from Monday to Friday during normal working hours i.e., 1000 Hrs to 1800 Hrs. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time i.e., 1800 Hrs. In case if there is any delay while loading of cargo/container, the delivery time may be extended with the approval of competent authority.

26) The SELLER reserves the right to modify and amend all Terms and Conditions and announce the same if need be while the auction is in progress or prior to commencement of e-Tender cum e-Auction.

27) In case of accidents etc. to the bidder/labour/or his representatives, SELLER/MSTC will not at any time be responsible for any injuries caused due to accident within SELLER 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. SELLER/MSTC will not be liable for any claim and bidder shall keep SELLER/MSTC fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

28) 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.

29) Once the goods have been made over to the purchaser, Seller's administration shall not accept any responsibility whatsoever for the safe guarding of the purchased goods.

30) The material will remain SELLER'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. Seller's 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.

31) The SELLER 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.