

Under the Instruction of  
**The General Manager**



**OCEAN GATE**

## **Container Terminals Pvt. LTD.**

In terms of direction of Govt. of India, on behalf of M/s Ocean Gate Container Terminals Pvt. Ltd, under section 48 of customs act 1962, Ashvin & Co. is organizing On-line Auction of Un-claimed/ Un-cleared Import Cargo subject to terms and conditions annexed hereto and as per schedule of programmer given below

**PRIVATE AUCTION**

## **E-TENDER CUM E-AUCTION**

(E-Tender Starting at 10.00 am on 22<sup>nd</sup> October 2018 & Closing at 6.00 pm on 22<sup>nd</sup> October, 2018)

'E'-Auction on 23<sup>rd</sup> October, 2018

Starting Time 3.00 P.M. & Closing Time 4:00 P.M.

At

**<https://www.ashvinauctioneers.com>**

Inspection On

***Between 15<sup>th</sup> to 20<sup>th</sup> October, 2018***

**On Working Days During Working Office Hours (Except Holidays/ Sunday)**

At

Plot No. 75-1/A/B,75-2/A/D/K,77-3/A,86-2,Palspe,  
Panvel-Goa Highway, Panvel Taluka, District Raigad.

Contact Person: Asst. Manager (Auction)- Mr. Rehan Sayyed  
Contact No: 02143-661400 Ext. 452, M: **+918425845930**

**M/s. ASHVIN & CO. (Auctioneers)**

314, 'B' Wing, Shyamkamal CHS, Agarwal Market,  
Vile Parle (East), Mumbai - 400 057.

Tel: 26107515 Tel.Fax: 2613 3600, **9820133274**

Website: **<https://www.ashvinauctioneers.com>**

E-mail: **[info@ashvinauctioneers.com](mailto:info@ashvinauctioneers.com)** / **[ashvinauction@yahoo.co.in](mailto:ashvinauction@yahoo.co.in)**

Contact Person: Mr. Ashvin Shah- M: 9820133274

Mr. Julian Shah – M: 9820739509

# Ocean Gate Container Terminals Pvt. Ltd.

Plot No 75-1/A/B, 75-2/A/D/K,77-3/A,86-2,Plaspe,Panvel-Goa Highway Panvel Taluka Dist. Raigad

Tel: 02143-661400 Ext. 452. 205526 Fax: 02143 398 096

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This is only for the purpose of intimation. Ashvin & Co. is an authorized e-commerce service provider for Ocean Gate Container Terminals Pvt. Ltd to obtain rates on-line through the its portal [www.ashvinauctioneers.com](http://www.ashvinauctioneers.com). The Sale & Purchase are made directly by seller & Buyers (Bidder/s).Ocean Gate Container Terminals Pvt. Ltd.

- **SELLER:** -Seller referred in this condition of sale, is **Ocean Gate Container Terminals Pvt. Ltd .**
- **SERVICE PROVIDER/ AUCTIONEER:** Ashvin & Co. (hereinafter referred to as “Ashvin & Co.”) is an e-commerce service provider appointed by the seller to facilitate E-Tender-cum-virtual auction by the seller. Ashvin & Co. will only facilitate online 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.2,00,000/- for Section I** and registered at Ashvin & Co. 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.

## Terms in Brief

1. Pre-Paid CMD (Refundable) for E-auction / E-Tender separate DD/PO: **Rs.2,00,000/- for Section I** by DD/PO favouring “**Ocean Gate Container Terminals Pvt. Ltd.**” Payable at “Mumbai / Navi Mumbai.”
2. The intending Tenderer shall have to register on the website of [ashvinauctioneers.com](http://ashvinauctioneers.com) by clicking on to the **NEW USER**.
3. Fill up the registration form.
4. Take out the print on company's letter head.
5. Submit the hard copy with the documents
  - a) Pan Card of Proprietor OR
    - a-i) Pan Card of Partners
    - a-ii) Authority letter
  - b) Photographs of signing authority.
  - c) VAT Registration copy
  - d) Shop Establishment copy.
  - e) ITAR Latest filed Income Tax copy.All above self attested.
6. Submit the DD of CMD amount with acceptance form to us OR Principal.
7. E-tenderer can log in with the key sent to them on the from E-tender starting date & time till the e-tender closing day of time.
8. Facility is given to withdraw & re-submit quotation.
9. E-Tender will open at the given date and time or after the closing the e-auction whichever is later.
10. On receipt of confirmation of the bid in E-auction/E-tender as the case may be, the successful bidder/ tenderer shall have to submit 20% EMD as per the general terms & conditions of sale.
11. For E-Auction CMD collection closes **strictly at 5:00 PM on 22<sup>nd</sup> October, 2018** at the Mumbai Office of **Ashvin & Co.**

12. **Refund of CMD/ EMD's** as the case may be shall be given to the un-successful Bidders by Ocean Gate Container Terminals Pvt. Ltd.
13. **To BID for LOT basis.** The rate of VAT/ GST 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.
14. **Payment and Delivery Details.** \*Confirmation of the bid Acceptance is from **Ocean Gate Container Terminals Pvt. Ltd. / Customs. All Payments to be done at Ocean Gate Container Terminals Pvt. Ltd.**
15. When bids are accepted on **Subject to Confirmation** basis –25% Earnest Money Deposit **or CMD Amount whichever is higher (Maximum to bid amount)** should be deposited by the Highest Bidder within 5 (five) working days to the **Ocean Gate Container Terminals Pvt. Ltd.**

Balance to be paid within 5 (five) working days from the date of issue of Final Confirmation.

**Delivery will be within 5 (five) working days from the date of Customs out-of-charge.**

This free period can be extended at the discretion of Management on the request of bidder.

**Note: Highest Bidder needs to make full payment in due course after the closure of Auction**

## **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 Physically delivered to bidder without assigning any reason for such withdrawal as per directives from 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 IS.”** 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 auction concludes. Announcements during the auction on the website including announcement of any 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 **Ocean Gate Container Terminals Pvt. Ltd**, and it is binding on the bidder.
- 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/Ashvin & Co. will not entertain any complaints or objections once Bid is placed.
- 1.5 The principle of *“Caveat emptor”* will apply.
- 1.6 **Ocean Gate Container Terminals Pvt. Ltd / Ashvin & Co.** 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.
- 1.7 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.
- 1.8 CMD/ EMD amount will not carry interest.
- 1.9 In the event of failure on the part of the successful bidder to fulfill his contractual obligations, Seller / Ashvin & Co. reserves the right to debar such bidder from participating in any future auction conducted by Ashvin & Co. on behalf of seller.
- 1.10 For On-line Bidding, prospective bidder should have a valid e-mail ID.
- 1.11 All the bidders participating in E-tender and E-auction should have a valid **GST Number**.

## 2.0 Disclaimer

- 2.1 Ashvin & Co. runs its business on the basis of a robust Website. However Ashvin & Co. is having dedicated server hosted at Pan India Network Infravest Pvt. Ltd. Space from a third party hosting company and hence shall ensure the smooth running of the website. **Ocean Gate Container Terminals Pvt. Ltd.** / Ashvin & Co. 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 **Ocean Gate Container Terminals Pvt. Ltd.**/ Ashvin & Co. directly or indirectly affecting Online method of Bidding.
- 2.2 Neither the Seller nor Ashvin & Co. takes responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless. Ashvin & Co. from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall Ashvin & Co. be liable for any loss for the transactors 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 Ashvin & Co. 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 Ashvin & Co. 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 Ashvin & Co. 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 Ashvin & Co.. 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.

## 3.0 PARTICIPATION

- 3.1 **Internet Auction:** - The prospective bidder has to register with the auctioneer Ashvin & Co. The prospective bidder shall have to deposit Caution Money Deposit (CMD) **Rs. 2,00,000/- for Section I** by Demand Draft / Pay Order on any Scheduled / Nationalized Bank /Scheduled Co-operative Banks Drawn in favour of "**Ocean Gate Container Terminals Pvt. Ltd**" payable at **Mumbai/Navi Mumbai**. It has to be submitted directly to our Mumbai Office of Ashvin & Co.
- 3.2 On payment of CMD for Online Bidding, **Ocean Gate Container Terminals Pvt. Ltd.** / Ashvin & Co. will activate the User – Identity to enter into Website [www.ashvinauctioneers.com](http://www.ashvinauctioneers.com)
- 3.3 Bidders SHOULD NOT disclose their USER NAME & PASSWORD to anyone and safeguard its secrecy.
- 3.4 CASH will not be accepted.
- 3.5 The E-Tender Bidders can also participate in On-line Auction by paying a separate Caution Money Deposit.

## 4.0 CONDITIONS APPLICABLE TO "ONLINE" AUCTION METHOD OF BIDDING

- 4.1 **Training:** Ashvin & Co. will provide training (on-line) if required by the bidders at a mutually convenient date and time before the Auction.
- 4.2 **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. 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.**

#### 4.3 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 out bid, 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.

#### 5.0 CONDITIONS APPLICABLE TO “E-TENDER-cum-ONLINE” AUCTION METHOD OF BIDDING

- 5.1 **VALIDITY:** The Online auction bidders and E-Tender bidders must keep their bids valid for a period of **45 (Forty Five) calendar days** from the date of closing of e-Auction excluding the date of closing. In case the 45<sup>th</sup> day falls on a holiday or remains closed for Ocean Gate Container Terminals Pvt. Ltd., such Bids will be deemed to be automatically extended to be valid up to the next working day of Ocean Gate Container Terminals Pvt. 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 “**Ocean Gate Container Terminals Pvt. Ltd**” payable at **Mumbai/Navi Mumbai**.
- 5.4 E-Tenders would be opened *after closure of Online Auction* by the recipients, Representative of Customs, Ocean Gate Container Terminals Pvt. Ltd. And Ashvin & Co. officials in the e-tender room.
- 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. CMD 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 (CMD Amount) or full bid amount which is higher Further such bidder’s will be barred from the contesting in our future auctions.
  - d. In case bidder fails to take delivery of confirmed lot within **15 Days time from the date of confirmation of sale or extended free period**, as the case may be, the EMD deposited by him (them) will stand forfeited and the lot will be re-listed for auction at the sole Risk & Costs of bidder.
- 5.6 **In the event of any dispute with regard to non-lifting / non-availability of inspected materials etc. and forfeiture of ‘EMD’, Ashvin & Co. will not be held responsible for the loss / forfeiture** and purchaser shall keep Ashvin & Co. fully indemnified and harmless against any claim and proceedings.
- 5.7 In case of a tie between the Online Bid and E-Tender, **Ocean Gate Container Terminals Pvt. Ltd.** Management reserves the right to allot the particular Lot to either the Online Bidder or the E-Tenderer.
- 5.8 **Ocean Gate Container Terminals Pvt. Ltd** management reserves its right to accept or to reject any offer for any reason what – so – ever 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 confirmation** and the highest bidder does not get any right to demand acceptance of his offer.
- 6.0 **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 E-Tender the Confirmation will be sent through E-mail. Please note that the date on which the E-mail 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/ E-Tenderers must, therefore, keep a watch on their incoming e-mail in this regard. Principal or Ashvin & Co. will not be liable for wrong e-mail ID registered by the bidder or for return of the mail for mailbox being full.
- 6.7 CMD/ EMD will be returned to un-successful bidders on day as mentioned in the Schedule. The un-successful bidders will have to collect the refund from **Ocean Gate Container Terminals Pvt. Ltd** Office by hand. For outstation Bidders, the same will be sent by Courier.
- 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.
- 7.0 Lots sold on STC Basis will be confirmed or rejected within a 45 calendar day time (excluding the date of Auction) through Ashvin & Co. to deposit the balance Sale Value along with applicable Taxes and other charges within 05 (five) working days from the date of issue of FINAL CONFIRMATION LETTER by Ashvin & Co.(excluding the date of issue). If the purchaser fails to make payment within the stipulated period, the EMD, CMD or full bid amount deposited will be forfeited and **such bidders will be barred from contesting in our future auctions.**
- 8.0 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 weighment of cargo at his own cost at the principal's CFS prior to offer.
- 9.0 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.
- 10.0 Ocean Gate Container Terminals Pvt. Ltd reserves the right to call any bidder forward for taking the delivery of the goods after depositing full bid value.**
- 11.0 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.
- 12.0 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.
- 13.0 **Ocean Gate Container Terminals Pvt. 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.
- 14.0 Employees of M/s **Ocean Gate Container Terminals Pvt. Ltd** ., Ashvin & Co., and their relatives will be barred from participating in the online auction, unless specifically approved by the Managing Director of M/s **Ocean Gate Container Terminals Pvt. Ltd**.
- 15.0 Lot will be put for auction as per convenience of management and it is not obligatory to go serially.

- 16.0 In the event of failure on the part of the successful bidder to fulfill his contractual obligations **Ocean Gate Container Terminals Pvt. Ltd** / Ashvin & Co. reserves the right to debar such bidder from participating in any future E-Tender / auction on behalf of **Ocean Gate Container Terminals Pvt. Ltd**.
- 17.0 In the event of any dispute the same will be referred to a sole arbitrator to be appointed by the Managing Director of **Ocean Gate Container Terminals Pvt. 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.
- 18.0 **Ocean Gate Container Terminals Pvt. Ltd** / Ashvin & Co. will not be liable for any claim and purchaser shall keep **Ocean Gate Container Terminals Pvt. Ltd** / Ashvin & Co. fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.

## **INSPECTION**

- 19.0 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.
- 20.0 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.

## **PAYMENT**

- 21.1 **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 "Ocean Gate Container Terminals Pvt. Ltd" payable at Mumbai/Navi Mumbai.**
- 21.2 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.
- 21.3 Whenever the bids are accepted on STC basis highest bidder shall have to deposit 25% of the Bid amount as Earnest Money Deposit (EMD), within 05 (five) working days following the date of intimation & **full payment incase of direct confirmation.**
- 21.4 In case the 25% of the bid amount is more than the CMD the bidder is expected to pay the difference within 05 (five) working days excluding the date of intimation, failing which **Ocean Gate Container Terminals Pvt. Ltd**. Will forfeit the participation fee deposited & re – auction the goods without any notices.
- 21.5 ***In addition, the Buyer shall also have to pay Container Handling Charges @ Rs. \_10,000 for 20' & Rs.15,000 for 40' container plus GST per container (for LCL cargo Rs. 3,500 plus GST per lot) & Loading Charges @ Rs.110 (Rupees One Hundred and Ten) (plus GST) per MT, directly to the Principal before taking delivery for Imported Cargo.***
- 21.6 **Extra Charges will be applicable for the use of special equipments (i.e Crane , Hydra, 10 Ton Forklift, etc ) at the time of delivery.**
- 21.7 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.
- 21.8 **STATUTORY PAYMENTS:** The rate of GST 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.
- 22.0 In case of non-lifting of goods all the payments made against particular lot will be forfeited.
- 23.0 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.



- 24.0 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.
- 25.0 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.
- 26.0 **DELIVERY**
- 26.1 Delivery of lots that require any Certificates / NOC as mandated by customs, from any Statuary bodies/ Govt. Depts. Like ADC, DYCC, Plant Quarantine(PQ), FSSAI, Textile Committee , etc should be complied with by the successful bidder at his risk & costs. The CFS/ Auctioneer will in no way be responsible for any damages to the cargo or any costs incurred or arising out of the same.
- 26.2 On receipt of full Sale Value along with applicable VAT/ GST & 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.
- 26.3 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 GST per Teu per day (for LCL Cargo Rs.200 plus GST per day per lot)** or as may be prescribed by the Director 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.
- 26.4 Delivery will be given only during the working days and within the working hours of the principal.
- 26.5 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.
- 26.6 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 GST, 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.
- 26.7 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.
- 26.8 Cargo will be delivered only after de-stuffing of the container. Under no condition cargo will be delivered along with the container.
- 26.9 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.
- 26.10 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 **Ocean Gate Container Terminals Pvt. 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 **Ocean Gate** premises.

- 26.11 Segregation of material will not be allowed at **Ocean Gate** premises. Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the M/s **Ocean Gate Container Terminals Pvt. Ltd** officials.
- 26.12 Purchaser and his men are subject to the security rule of **Ocean Gate Container Terminals Pvt. Ltd** in force while in the **Ocean Gate** 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.
- 26.13 The Purchasers shall be responsible for any damage that may be done to premises / fittings of **Ocean Gate Container Terminals Pvt. 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.
- 26.14 The purchaser's workers are engaged within the **Ocean Gate** premises they will be governed by the labour laws and rules, Factory Acts and Rules and **Ocean Gate Container Terminals Pvt. Ltd** Safety / Security Rules as applicable. It shall be the responsibility of the purchaser to see that the statutory provisions are complied with.
- 26.15 **Ocean Gate Container Terminals Pvt. 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.
- 26.16 Delivery of Scrap: All type of scrap containers will be subject to 100% examination in the presence of customs officers prior to the delivery of the goods to the bidders. Further no time limit for final approval in case of loss of time for adjudication and other Customs formalities principle is not responsible and no EMD / Full payment will be given back to the bidder due to delay in customs procedures.
- 26.17 No gas cutting equipments or any equipment or any equipment, which are likely to cause damage, will be allowed in the **Ocean Gate** premises. Only safe oxy-acetylene gas cutting equipment will be allowed with written permission of **Ocean Gate Container Terminals Pvt. Ltd**. The decision of the Officer or his authorized representative shall be final in this regard.
- 27.0 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.
- 28.0 **Ocean Gate Container Terminals Pvt. Ltd** /Ashvin & Co. will not at any time be responsible for any injuries caused due to accident within **Ocean Gate** 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 laborers, who are engaged for loading the materials.
- 29.0 **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.

30.0 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.

### 31.0 Steps for Actual Bidding Procedure

- 1. Go to [www.ashvinauctioneers.com](http://www.ashvinauctioneers.com) ; New Bidders register yourselves by clicking on New User Button. Then Ashvin & Co. Admin will activate your account. Please submit Pan Card Copy, VAT Copy, Auction Registration Form mentioned below in this catalog..
- 2. First Enter in the bidder room use your own – “user name” and “Password”.
- 3. Auction Room: After paying CMD a key will be sent to you. A key is to be inserted in Login ID & you will be entered in Auction room.
- 4. Click on to place bid
- 5. I.e. This will take you to the Bidding Page. A separate Window opens which is the Bid room.
- 6. **Manual / Auto Bid Now Start Bidding.** You can either Bid Manually OR can use Auto-Bid. (In Auto bid, the computer will bid on your behalf up to 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.
- 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.

**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.

## AUCTION / E-TENDER REGISTRATION FORM

DATE: \_\_\_\_\_

I/We confirm having

- 1) Gone through the above-mentioned terms and conditions and agree to take part in the E-Tender-cum-On-line Forward Auction for sale of Unclaimed /Uncleared Import /Export cargo by **Ocean Gate Container Terminals Pvt. Ltd .**
- 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/ **Ocean Gate Container Terminals Pvt. Ltd.** As a 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 change.
- 6) Having inspected the material and satisfying the condition and type of the same, I/we agree to take part in this On-line 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 ) \_\_\_\_\_

Name of the Company \_\_\_\_\_

Contact Person(s) \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

GST No. / VAT Registration No. / TIN No. \_\_\_\_\_

Phone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_ Fax No.- \_\_\_\_\_

E Mail (compulsory for On Line Bidding) \_\_\_\_\_

**PARTICIPATION IN E-AUCTION OR E-TENDER OR BOTH**

Are you familiar with E-Auction bidding **YES/NO**

**OR**

**E-Tender Procedure? 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 **Ocean Gate Container Terminals Pvt. Ltd.** At any time and I/we shall not be entitled to any claim for Refund arising from the same.

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

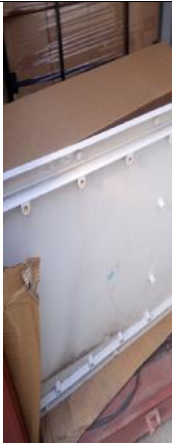


In case of not being successful, the Refund of DD's/Cheque will be given by **Ocean Gate Container Terminals Pvt. Ltd.**

Signature of Authorized Signatory with Name and Seal.

## Section I

**CMD (Refundable) for E-Auction/ E-Tender (Separate) DD/PO: Rs. 2, 00,000/-  
Starting Time: 3.00 PM to 4.00 PM**

**Note: Highest Bidder needs to make full payment in due course after the closure of Auction**

SN	Lot No	Container	Size	IGM No	Description	REMARK	Weight as Per IGM	Pkgs as Per IGM	Photos
1	OCN107	GSLU2040694	20	2161452	OF ENCLOSURE BOX	E-Tender/ E-Auction	10,700	26 PKGS	
		FSCU8151527	40						
2	OCN109	ZIMU1189520	20	2169691	MONOPOTASSIUM PHOSPHATE FERTILIZER GRADE NPK 19:19:19, MAP & MKP-MONOAMMONIUM PHOSPHATE FERTILIZER GRADE	E-Tender/ E-Auction	26760	4711 PKGS	
		ZIMU1158896	20				24790		
		ZIMU1330351	20				24900		