

UNDER THE INSTRUCTION OF

J M Baxi Group



E-Auction for the sale of Old Reach Stackers

**‘E’-Auction on 13th March, 2018
Between 12:30 PM to 1:30 PM**

(NOTE: AUTO TIME EXTENSION FOR EVERY 3 MINS AND MAXIMUM FOR 30 MINS)

At

Venue of E-Auction www.ashvinauctioneers.com

Inspection of the assets On

Between 7th to 10th March 10 am to 5.00 pm (during working hours and Except Sundays and Holidays)

VALID Photo ID is required and Maximum 2 persons allowed from An Organization / Firm.

At

**Haldia International Container Terminal Pvt Ltd
P&E Building, Haldia Dock Complex, Haldia - 721604, West Bengal, INDIA.**

M/s. ASHVIN & CO. (Auctioneers)

**Br.O.: G-11,Ground Floor, Shri Niwas Building, Next to Indubhavan Building,
Opp. CKP Bank, Prathana Samaj Road, Vile Parle (E), Mumbai 400057.**

Tel: 26107515 Tel.Fax: 2613 3600

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

E-mail: ashvinauction@gmail.com / ashvinauction@yahoo.co.in

GENERAL CONDITIONS OF SALE BY AUCTION

1. Each intending bidder shall have to Submit the CMD for SEC 1 of Rs.50,000/-, (Refundable) in the form of DD A/C “**Haldia International Container Terminal Pvt Ltd**”, payable at Kolkatta / Par at the Auctioneers Mumbai Office on or before 5:00 pm 12.06.2018 to Participate in the e-auction.
2. The highest Auction Bid will be accepted subject to confirmation by the Management of **Haldia International Container Terminal Pvt Ltd**.
3. All the lots are sold subject to reserve price fixed by the competent authority. The sale of LOTS is 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.”
4. Any lot can be withdrawn from the auction sale by the “Management of **Haldia International Container Terminal Pvt Ltd**,” Administration without assigning any reason.
5. Lots may be sold bigger, smaller or joint lots than those mentioned in the auction Catalogue.
6. All goods are sold in the condition they stand i.e. “AS IS WHERE IS BASIS”. The quantities, qualities, sizes, measurements, number and weights, whether announced verbally at the time of sale or specified in the catalogues are approximate. All goods are sold on the assumption that the bidders have inspected the goods and know what they are buying whether they have actually inspected the goods or not. Neither the Auctioneer nor the **Haldia International Container Terminal Pvt Ltd**, give any guarantee, warrantee, or undertake any responsibility for make, manufacture, description, quality, condition, size, weight, grade, accuracy, soundness & completeness etc of the goods.
7. 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 item at his own cost at the Principal’s Location prior to offer.
8. No sale shall be invalidated by reasons of any defect or fault in any of the goods or lots, by reasons of any defect or fault in the description thereof in the catalogue or particulars or faults in or error in description.
9. 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.

10. The successful bidder shall have to pay Taxes (GST, etc) as applicable and TCS 1% shall be charged extra.

11. The highest successful bidder shall have to pay 33.33% of bid amount within 3 working days from the date of E-auction. The balance amount along with taxes as applicable shall have to be made within 3 working days from the date of confirmation of the sale by the Management of **Haldia International Container Terminal Pvt Ltd**. If the highest bidder fails to pay required earnest money deposit / full sale value, the Bid shall be forthwith cancelled & CMD / EMD will be forfeited and the defaulting bidders shall forfeit all rights of the goods for which the bid has been given & lot to be re-auctioned. The Management of **Haldia International Container Terminal Pvt Ltd**, may take action against defaulting bidders as may deem fit to them. The decision of the management will be final and binding on to the bidders.

12. The Management of **Haldia International Container Terminal Pvt Ltd**, shall collect the balance of the amount of the bid along with GST (taxes & duties) at the rate in force, by the successful bidder in the form of Demand Draft "**Haldia International Container Terminal Pvt Ltd**," payable at 'Kolkatta' / Par, who shall issue Delivery Order to the purchaser to affect the delivery.

13. The **Haldia International Container Terminal Pvt Ltd** shall affect the delivery of the lots to the purchaser, only after verifying the proper documentation and after 100% payment received. The taxes, transport charges, packing and forwarding are extra.

14. The purchaser shall take the delivery of the lots from the site at their cost within 7 (Seven) working days from the date of making the full value. On receipt of full Sale Value along with applicable Taxes, 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. It is responsibility of the Buyer to arrange the delivery at its own cost from respective Plant/locations.

15. 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.

16. Purchaser and his men are subject to the security rule of **Haldia International Container Terminal Pvt Ltd** in force while in the **Haldia International Container Terminal Pvt Ltd** 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.

17. The Purchasers shall be responsible for any damage that may be done to premises / fittings of The **Haldia International Container Terminal 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.

18. The purchaser's workers are engaged within The **Haldia International Container Terminal Pvt Ltd** premises they will be governed by the labour laws and rules, Factory Acts and Rules and **Haldia International Container Terminal Pvt Ltd** Safety / Security Rules as applicable. It shall be the responsibility of the purchaser to see that the statutory provisions are complied with.

19. The **Haldia International Container Terminal 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.

20. The **Haldia International Container Terminal Pvt Ltd** /Ashvin & Co. will not be at any time be responsible for any injuries caused due to accident within premises or at the place of **Haldia International Container Terminal Pvt Ltd** premises or at 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.

21. Cold / hot cutting is allowed subject to safety precaution observed by the purchaser at his own cost and risk shall have to be followed strictly as per the company rules and regulation.

22. Special condition, if any, will be announced / declared by the Auctioneer under the instruction of The **Haldia International Container Terminal Pvt Ltd** at the time of Auction.

‘E’-Auction on 13th March, 2018

Between 12:30 PM to 1:30 PM

(NOTE: AUTO TIME EXTENSION FOR EVERY 3 MINS AND MAXIMUM FOR 30 MINS)

Section I : CMD of Rs. 50,000/-

SL NO	Particulars of Reach Stacker	Qty	UNIT
1	<p>Reach Stacker (Asset code: RS 04); Year of Purchase-2007, Make-Linde, Model-RS/45/31, Lifting Capacity-45T, Total running Hrs-19500; General conditions of Equipment- Good.</p> <p>Engine Details: Cummins make; Model QSM 11 Transmission Details:DANA;Model TE 27 Make: Linde Model: RS45 /31; Purchased in 2007 Capacity:45 tonnes</p>	1	1 LOT
2	<p>Reach Stacker (Asset code: RS 05); Year of Purchase-2007, Make-Linde, Model-RS/45/31, Lifting Capacity-45T, Total running Hrs-22300; General conditions of Equipment-Good and in good working condition and in the year 2015 old engine replaced with a refurbished Cummins Engine. (working hrs of RS05 is the cumulative working hrs, since the start of operation. Refurbished engine has worked only 6500hrs in two years' time)</p> <p>Engine Details: Cummins make; Model QSM 11 Transmission Details:DANA;Model TE 27 Make: Linde Model: RS45 /31; Purchased in 2007 Capacity:45 tonnes</p>	1	1 LOT