

**IndiaAuction.com Pvt. Ltd.**

(Group Company of Best MULYANKAN Consultants Ltd.)

**OPERATING OFFICE:** "ADITYA Building", 1<sup>st</sup> floor, Corner of N.S. Phadke Marg & Telli Galli,  
Opp. Flyover Apartment, Andheri (East), Mumbai – 400 069, PHONE: 2684 1836

Email: [auction@indiaauction.com](mailto:auction@indiaauction.com) [customerservice@indiaauction.com](mailto:customerservice@indiaauction.com), [best@mtnl.net.in](mailto:best@mtnl.net.in)

**E-Tender cum E-Auction SALE on 16<sup>th</sup> February 2018**

For and on behalf of

**Mundhra Container Freight Station Pvt. Ltd.**

Bharat CFS Zone-1, Adani Port & SEZ Ltd. Mundra, Kutch - 370 421, PH: 02838 - 271081/ 82/ 83/ 84

In terms of direction of Govt. of India (Under section 48 of the Customs Act 1962), **Mundhra Container Freight Station Pvt. Ltd.** is organizing an E-Tender cum E-Auction of Unclaimed/ Un cleared Import Cargo through IndiaAuction.com Pvt. Ltd.

**SCHEDULE OF PROGRAM**

<b>Online E-Auction</b>	<b>16<sup>th</sup> February 2018, 1.00 PM onwards on</b> <b><u><a href="http://www.indiaauction.com">www.indiaauction.com</a></u></b> <i>Refer Annexure II for Auction No. &amp; respective Time Slots</i>
<b>Inspection of Materials</b>	1 <sup>st</sup> to 14 <sup>th</sup> February 2018 – 10.00 to 17.00 hours
<b>E-Tender</b>	<b>E-Tender bidding will start from</b> <b>16<sup>th</sup> February 2018 - 10.00 am. to 12.30 noon</b> <b>on <u><a href="http://www.indiaauction.com">www.indiaauction.com</a></u></b> <i>Refer Annexure II for List.</i>
<b>Venue for Inspection</b>	<b>Mundhra Container Freight Station Pvt. Ltd.</b> Bharat CFS Zone - 1, Adani Port & SEZ Ltd. Mundra, Kutch - 370 421, Mr. Rabindra Nath +91 9879605361 and 9879607794
<b>Caution Money Deposit for E-Tender (Refundable)</b>	Lump Sum <b>Rs. 1,00,000/</b> (Rupees One Lakh Only)
<b>Caution Money Deposit for OnLine E-Auction (Refundable)</b>	Lump Sum <b>Rs. 1,00,000/</b> (Rupees One Lakh Only)
<b>Last Date and Time for Payment of Caution Money for E-Tender &amp; E-Auction</b>	15 <sup>th</sup> February 2018 upto 5.00 PM ONLY at the office of the auctioneer IndiaAuction.com Pvt. Ltd. <u>OR</u> Mundhra Container Freight Station Pvt. Ltd. address mentioned hereinabove
<b>Opening of E-Tenders</b>	<b>16<sup>th</sup> February 2018 at 2.30 pm</b> OR after the closure of e-auction, whichever is later
<b>Contact Details:</b> IndiaAuction.com Pvt. Ltd. Mr. Sujit Joglekar, Tel: 022 2684 1836 Email: <a href="mailto:customerservice@indiaauction.com">customerservice@indiaauction.com</a> <a href="mailto:auction@indiaauction.com">auction@indiaauction.com</a> <a href="mailto:best@mtnl.net.in">best@mtnl.net.in</a>	<b>Contact Details:</b> <b>Mundhra Container Freight Station Pvt. Ltd.</b> Bharat CFS Zone-1, Adani Port & SEZ Ltd. Mundra, Kutch. Mr. Rabindra Nath +91 9879605361 and 9879607794 E Mail: <a href="mailto:documentation@mundhracfs.com">documentation@mundhracfs.com</a>
<b><u>All payments CMD/ EMD/ Balance Final to be drawn in the favour of</u></b> <b>"Mundhra Container Freight Station Pvt. Ltd." payable at Mundra.</b> <b><u>ALL LOTS ARE OFFERED ON E-TENDER CUM E-AUCTION SALE BASIS</u></b>	

**SPECIAL CONDITION**

1. Sales would be affected upon collection of "C" Form
2. It is solely the responsibility of the successful bidder to obtain PPQ, FSSAI, GPCB, PSI & Form 9, etc. prior to getting 'Out of Charge' from Customs. Expenses towards the same are to be borne by the successful bidder ONLY. CFS will forfeit the entire caution money/ EMD paid if any, if required documents are not submitted.
3. In addition to the above, Exim Policy conditions as may be insisted by customs will be applicable.
4. Weight stated in the list is "STW" and no claim will be entertained in respect of any weight matter.

## **GENERAL TERMS & CONDITIONS**

Subject to the reserve price, fixed by the custodians Mundhra Container Freight Station Pvt. Ltd. or persons duly authorized in this regard (hereinafter called authority) and of the terms & conditions contained herein all sale shall be made to the highest bidder on AS IS WHERE IS BASIS and on NO COMPLAINT BASIS.

1. **SELLER:** Seller referred in these conditions of sale, is the Department of Customs through their officers AND/OR the Custodian, Mundhra Container Freight Station Pvt. Ltd.
2. **AUCTIONEER:** IndiaAuction.com Pvt. Ltd. (Group Company of **Best MULYANKAN Consultants Ltd**) is an agency appointed as an auctioneer to facilitate auction on Internet by the Custodian. They are expected to facilitate organising and conducting an auction and are considered as third party not particularly interested in the item being sold for and on behalf of Mundhra Container Freight Station Pvt. Ltd.
3. **BIDDER:** Any person representing as an individual OR as proprietor OR as a partner OR as an authorised representative of any company and who is paying the Caution Money Deposit (CMD) and getting Registration with IndiaAuction.com Pvt. Ltd. is considered as a registered bidder. One individual can represent as a bidder on his own behalf or on behalf of his company. But he can't register separately for himself & company at the same time. Bidder must read the terms and conditions of the E-Tender cum E-auction sale very carefully and then only place his signature on the "Registration cum Acceptance Form" given in Annexure I. He is also expected to record his address, Telephone Numbers, Fax No., EMail address, as all the communication would be forwarded only at that address.
4. IndiaAuction.com Pvt. Ltd. runs its business on the basis of a robust Website. However IndiaAuction.com Pvt. Ltd. is out sourcing server space from a third party hosting company and hence shall ensure the smooth running of the website in all good faith and intention. Mundhra Container Freight Station Pvt. Ltd./ IndiaAuction.com Pvt. Ltd. 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 Mundhra Container Freight Station Pvt. Ltd./ IndiaAuction.com Pvt. Ltd. directly or indirectly affecting Online method of Bidding.
5. All the consignments will be sold on LOT BASIS.
6. Goods may be sold in one or more lots as found suitable and convenient and/or advantageous in the opinion of the committee nominated by the **General Manager**, Mundhra Container Freight Station Pvt. Ltd., Bharat CFS Zone-1, Adani Port & SEZ Ltd. Mundra, Kutch - 370 421, **Gujarat** OR officer authorized by him, present at the sale.
7. The goods are sold as they stand at the time of sale on As is where is condition. Quantities, qualities, sizes, measurements, numbers and weights whether announced verbally, at the time of Online Auction Sale or specified in the catalogue are as per shipping documents/customs examination report and all goods are sold on the assumption that the bidders have inspected the same and known what they are buying. The principle of **Caveat emptor** will apply. The Auctioneers/ Mundhra Container Freight Station Pvt. Ltd. do not give any guarantee or warranty or undertake any responsibility for the make, manufacture, description, quantity, quality, condition, size, weight, grade, accuracy, soundness, completeness, etc., of the goods mentioned in the catalogue or verbally announced. The lot(s) shall be removed in full from the site with all faults and flaws in description or otherwise and no selection or sorting of the material will be allowed. No complaint will be entertained after the lot is knocked down.

## **PARTICIPATION**

8. The prospective bidder has to register with the auctioneer IndiaAuction.com Pvt. Ltd. at the office address mentioned hereinabove. The prospective bidder shall have to deposit Caution Money Deposit (CMD) as stated above at the time of registration by way of Demand Draft/ Pay order ONLY drawn on any Scheduled/ Nationalized Bank Drawn in the favour of Mundhra Container Freight Station Pvt. Ltd. payable at Mundra. **CASH WILL NOT BE ACCEPTED.**

9. **Bidders can also deposit their CMD by way of RTGS/ NEFT with the CFS.**

CFS Bank details are as under:

**Name of the beneficiary** : **Mundhra Container Freight Station Pvt. Ltd.**  
**Account Number** : **178010200005890**  
**Name of Bank** : **Axis Bank**  
**Branch** : **Gandhidham**  
**IFSC Code** : **UTIB0000178**

10. On receipt of **CMD** along with the **REGISTRATION cum ACCEPTANCE Form** (Attached with catalogue) IndiaAuction.com Pvt. Ltd. will activate the Bidder **USER NAME**

**Bidders SHOULD NOT disclose their User ID and Password to anyone and safeguard its secrecy. It is not possible to change the User ID OR the Password for the auction for which they have registered.**

11. **If permitted by Customs,** the minimum bid price i.e. base price will be displayed against each lot on the bidding screen of all participating bidders. The software will not accept any bid lower than the minimum bid price.

### **CMD PAYMENT, CMD REFUND AND CMD FORFEITURE**

12. The Caution Money Deposit (CMD) paid at the start of the E-Tender Cum E-auction is adjustable in the EMD payments when the lot is provisionally allotted to the highest/ successful bidder. The CMD of the highest/ successful bidder will be retained, whereas the CMD of the unsuccessful bidders will be returned after the close of the auction. **Unsuccessful Bidders have to collect their Demand Draft (CMD) in person from the office address where they have deposited their CMD. DEMAND DRAFT WILL NOT BE COURIERED/ POSTED.**
13. Highest/ Successful bidder has to pay the EMD within the stipulated time detailed hereunder for **ALL** the lots in which he is successful. Failing to pay the required Earnest Money for even one lot **ENTIRE CMD AMOUNT paid towards E-Tender AND/ OR E-Auction** will be forfeited. Bidders are expected to make the EMD payment for all the lots, if they are the highest/ successful bidder.

### **STC AND EMD PAYMENTS**

14. The highest bid will be taken **ONLY** on Subject to Confirmation (STC) basis. After the closure of the E-Tender cum E-auction, the lots which are **Provisionally Accepted** by the Management of Mundhra Container Freight Station Pvt. Ltd. on **STC basis** will be intimated to the successful/ highest bidder by IndiaAuction.com Pvt. Ltd. upto **5.00 pm on or before 26<sup>th</sup> February 2018.**
15. **On closure of the e-auction, the e-auction bids and E-Tender bids will be compared. On comparison, if the highest bid happens to be an E-auction/ E-Tender bid, intimation of Provisional Acceptance to the e-auction/ e-tender bidder will be sent ONLY through Emails recorded in the Registration Form and NOT by Courier/ Post.**
16. Within **two working days** from the date of intimation of such provisional acceptance, the highest/ successful bidder has to pay an amount equivalent to 20% (Twenty Percent) of his bid amount less the Caution Money deposited (CMD) earlier towards the Earnest Money Deposit (EMD) i.e. upto **5.00 pm on or before 28<sup>th</sup> February 2018.**
17. The highest/successful bidder has to pay the Earnest Money Deposit (EMD) by way of Demand Draft/ Pay order **ONLY** drawn on any Scheduled/ Nationalized Bank Drawn in the favour of Mundhra Container Freight Station Pvt. Ltd. payable at Mundra. **If no Intimation reaches for reasons beyond our control the Bidders are expected to take efforts to find out status before the last day. It is explicitly made clear that Non receipts of Intimation should not be an excuse for non payment AND CMD will be forfeited if the highest/ successful bidder fails to pay the required EMD before the due date.**

## LOT CONFIRMATION AND PAYMENT OF BALANCE MONEY

18. **VALIDITY: All such lots which have been provisionally accepted on STC basis will keep their bids valid till receipt of customs final acceptance/ rejection confirmation.**
19. If no Intimation reaches for reasons beyond our control the Bidders are expected to take efforts to find out status before the last day. Non receipts of Intimation should not be an excuse for non payment AND the EMD will be forfeited if the highest/ successful bidder fails to make the balance payment before the due date. Please note intimation of Final Confirmation to the bidder will be sent ONLY through Emails recorded in the Registration Form and NOT by Courier/ Post.
20. After intimation of the final confirmation the successful bidder has to deposit the balance money within five [05] working days from the date of intimation of such final confirmation. Date of sending of email will be considered as date of intimation. If payment is not received within the stipulated time, the seller may at their option accept delayed payment with additional charges @ 2% p.m. of the bid amount. Since the bill of entry is to be filed for all lots, bidders are expected to make the balance payments after confirmation of lots within the stipulated time to ensure payment of duty and processing of documents in time.
21. The balance payment for the lots will have to be made by way of Pay Orders/ Demand Drafts only drawn on any Scheduled / Nationalized Bank Drawn in the favour of Mundhra Container Freight Station Pvt. Ltd. payable at Mundra.
22. In case a NOC is required for any lot from regulatory bodies or Government Agencies for confirming the sale and the same is refused, the CMD/EMD deposited for that lot will be refunded to the bidder WITHOUT INTEREST by the seller i.e. Mundhra Container Freight Station Pvt. Ltd.
23. The Successful bidder has to make the balance payment and take the delivery of all the lots in which he is successful failing which the **Entire CMD/ EMD Amount** deposited will be forfeited. Auction Sale Invoice will be issued by Mundhra Container Freight Station Pvt. Ltd. only on production of copy the **Final Confirmation** letter issued by IndiaAuction.com Pvt. Ltd.

## TAXES and OTHER INCIDENTAL EXPENSES:

24. All bids' invited are for the net amount accruable to Mundhra Container Freight Station Pvt. Ltd. and relevant taxes, levies, etc. except Customs Duty shall be payable by the bidder and these taxes shall be treated as extra and are expected to be paid before taking delivery.
25. **The successful bidder shall have to pay Container Handling charges @ Rs. 10,000/- (Rupees Ten Thousand Only) plus GST per container before taking delivery of cargo.**
26. **The successful bidder shall have to pay Auction Processing Charges @ Rs. 10,000/- (Rupees Ten Thousand Only) per document plus taxes as applicable before taking delivery of cargo.**
27. The Provisional and Final Confirmation of Acceptance of Bid and Sales Invoice will be issued ONLY in the name of the Bidder as is recorded in the Registration Form. Any further correspondence will be only with the Bidders on his name and address as recorded in the Registration Form only. Kindly note, change in Bidder Name shall not be considered. All scrap containers will be subject to 100% examination in presence of Customs prior to the delivery of the goods to the bidder.

## INSPECTION

28. Goods are sold on AS IS WHERE IS BASIS WHATEVER IT IS and on NO COMPLAINT BASIS. Mundhra Container Freight Station Pvt. Ltd./ IndiaAuction.com Pvt. Ltd. does not give warrantee or guarantee of the Quantity, Quality, Chemical composition of each individual item in the lot or about the End Use or fitness for a particular purpose.

## ANNOUNCEMENTS

29. Announcements during the auction 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 Mundhra Container Freight Station Pvt. Ltd. and it is binding on the bidder.

30. Any lot or part thereof may be withdrawn from the sale at any time before it is actually physically delivered out of campus without disclosing the reason for such withdrawal. However, if any payment has been made it would be refunded.
31. In the event of any dispute with regard to non lifting / non availability of inspected materials etc. and forfeiture of **CMD/ EMD**, IndiaAuction.com Pvt. Ltd. will not be held responsible for the loss/ forfeiture.

### **DELIVERY**

32. Delivery of Lots that require any Certificates/ NOC from any statutory bodies/ Govt. Depts. like ADC, DYCC etc. should be complied with by the successful bidder. It is the responsibility of the successful bidder to fulfil such conditions of auction for clearance of cargo. The CFS is merely responsible to process the documents submitted by the highest/ successful bidder.

***Special Note: The delay is attributable to the highest bidder due to any negligence on their part or due to non-fulfillment of any of the conditions of auction or requirements of Customs on the part of highest bidder, ground rent charges at the prescribed rate shall be applicable and shall be recovered from the auction bidder if they intend to lift the goods and if auction has to be cancelled or the highest bidder seeks to withdraw then in addition to the forfeiture of EMD, the accrued ground rent, handling charges etc. shall be deducted from the money deposited by the highest bidder and the CFS shall also be entitled to recover any additional amount if the money deposited is not sufficient for payment of the applicable ground rent.***

33. Upon receipt of the balance payment for lots that have been given the Final Confirmation, the Sellers shall complete the necessary Customs formalities and obtain the Out of Charge. On obtaining the Out of Charge, the Sellers Mundhra Container Freight Station Pvt. Ltd. shall directly intimate the successful bidder to take the delivery of cargo. If the successful bidder does not take the delivery within 10 (Ten) working days from the date of intimation of Out of Charge by the Sellers, Rental Charge at the prevailing rates will be charged. The Seller further reserves the right to put up the cargo for further auction without any further intimation to the Bidder. In either case, the successful bidder will not have any claim on the lots and the Entire Bid Amount paid by him will be forfeited.
34. No sale shall be invalidated by reason of any defect or fault in any of the goods or lots or by reason of any error or fault in the description thereof in the catalogue of particulars and no compensation shall be paid in respect of any such defect or fault or error or mis description.
35. The goods shall lie at the sole risk and responsibility of the bidder in all respects from the time of sale and must be taken away by the bidder at his own expense.
36. Delivery will be given only during the office hours on working days of Mundhra Container Freight Station Pvt. Ltd.
37. The successful bidder shall produce the copy of the intimation of Final Confirmation of Bid issued by IndiaAuction.com Pvt. Ltd. and the receipt of Full and Final Payment along with VAT issued by Mundhra Container Freight Station Pvt. Ltd. for proper identification of the Bidder at the time of taking delivery of the material.
38. Should the original Bidder wish to take the delivery of the goods through a CHA or his representative, he must authorize this representative through a letter of authority, which shall be presented to Mundhra Container Freight Station Pvt. Ltd. Delivery by proxy will be at the bidder's sole risk and responsibility and no claim shall lie against Mundhra Container Freight Station Pvt. Ltd. on account of whatsoever, if the delivery is affected to the wrong person(s).

39. While taking delivery of the material, it will be at the discretion of the authorized representative of Mundhra Container Freight Station 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 Mundhra Container Freight Station Pvt. Ltd. premises. Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of Mundhra Container Freight Station Pvt. Ltd. officials.
40. In case the whole or any part of the goods sold remain uncleared, even after the authorized period stated in the delivery schedule, the bidder shall have no claim whatsoever on the goods remaining uncleared and the amount paid for bidding will stand forfeited at the expiry of the said period. Mundhra Container Freight Station Pvt. Ltd. shall have the right to dispose of such goods in any manner it likes. The bidder will have no right whatsoever to any compensation.
41. Such charges as shall accrue from the date of expiry of the period as specified until the lot is completely removed shall be recovered from the bidder before the goods are allowed to be removed. Should the bidder fail to take the delivery within the time mentioned or to pay the wharfage or rent as the case may be, the purchase price along with Sales Tax, Surcharge, Turnover Tax, Octroi, Municipal Taxes, if any, paid by him shall be forfeited without any prejudice to Mundhra Container Freight Station Pvt. Ltd. who further reserve the right to recover damages on account of such breach from the bidder to whom the lot was originally knocked down.
42. In case, if Mundhra Container Freight Station Pvt. Ltd. could not deliver the goods within the specified time due to unanticipated administrative reasons, then suitable extension of period shall be granted to the bidder and he will not be liable to pay any ground rent or any other charges till the expiry of such extended period. In such eventuality, however, the bidder cannot claim any compensation for such delay.
43. Where the goods are sold in lot and not by number or units, in the event of the lot or lots being found to be deficient in quality, quantity, sizes, measurement, number or weight as stated in the catalogues, bidder shall have no claim on **Mundhra Container Freight Station Pvt. Ltd./ IndiaAuction.com Pvt. Ltd.** for refund of the whole or any part of the purchase money or for loss or profit or interest or any other damages
44. The delivery of the material either in part or in full would be subject to being withheld if required by Mundhra Container Freight Station Pvt. Ltd. at any stage before the actual delivery without any commitment on either side.
45. Mundhra Container Freight Station Pvt. Ltd./ IndiaAuction.com Pvt. Ltd. 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 Mundhra Container Freight Station Pvt. Ltd.
46. Resale will not be recognized and the delivery orders will be issued in the name of the actual/ original bidder only. If the goods are found to be other than described in this catalogue, Mundhra Container Freight Station Pvt. Ltd. reserves the right to refuse to deliver the goods and reject the bid at any stage. Any amount paid in part or full shall be refunded without any interest.
47. No interest shall be paid on CMD or any money deposited in case the material is not delivered for any reason. All bidders 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 subject to these conditions.

### **EXCLUSIVE RIGHTS**

48. Mundhra Container Freight Station Pvt. Ltd. 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.

### **GENERAL**

49. Mundhra Container Freight Station Pvt. Ltd./ IndiaAuction.com Pvt. Ltd. are barred from participating in the Online sale.

50. Lot will be put for auction as per convenience of management and it is not obligatory to go serially.
51. Bidder and his men are subject to the security rule of Mundhra Container Freight Station Pvt. Ltd. in force while in the CFS 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 workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of CMD.
52. The Bidders shall be responsible for any damage that may be done to premises/ fittings of Mundhra Container Freight Station 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 bidder shall pay for the same on demand.
53. During the period the bidder's workers are engaged within Mundhra Container Freight Station Pvt. Ltd. premises they will be governed by the labour laws and rules, Factory Acts and Rules and Mundhra Container Freight Station Pvt. Ltd. Safety/ Security Rules as applicable. It shall be the responsibility of the bidder to see that the statutory provisions are complied with.
54. In the event of failure on the part of the successful bidder to fulfill his contractual obligations, Mundhra Container Freight Station Pvt. Ltd./ IndiaAuction.com Pvt. Ltd. reserves the right to debar such bidder from participating in any future tender/ auction on behalf of Mundhra Container Freight Station Pvt. Ltd.

## **ARBITRATION**

55. In the event of any dispute the same shall be referred to a sole arbitrator to be appointed by the Managing Director of Mundhra Container Freight Station Pvt. Ltd. and the Arbitration proceedings would be governed by Arbitration and Conciliation Act 1996. The jurisdiction for filing the award into court or any other proceedings under the Arbitration Act shall be that of courts in Mundra City only. All the expenses pertaining to arbitration shall be borne by the bidder ONLY.
56. Mundhra Container Freight Station 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 bidder shall not be entitled to cancel the contract and the period of delivery shall automatically be extended accordingly.

## **ACCIDENTS ETC. TO THE TENDERER / BIDDER / LABOUR**

57. Mundhra Container Freight Station Pvt. Ltd./ IndiaAuction.com Pvt. Ltd. will not at any time be responsible for any injuries caused due to accident within Mundhra Container Freight Station Pvt. Ltd. CFS premises or at the place of work of the owner either to the bidder 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 his labourers, who are engaged for loading / unloading of the materials.
58. **Mundhra Container Freight Station Pvt. Ltd./ IndiaAuction.com Pvt. Ltd.** will not be liable for any claim and bidder shall keep Mundhra Container Freight Station Pvt. Ltd./ IndiaAuction.com fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
59. No gas cutting equipments or any equipment which are likely to cause damage will be allowed in Mundhra Container Freight Station Pvt. Ltd. CFS premises. Only safe oxyacetylene gas cutting equipment will be allowed with written permission of Mundhra Container Freight Station Pvt. Ltd. The decision of the Officer or his authorized representative shall be final in this regard.

## **CONDITIONS APPLICABLE TO E-TENDER cum E-AUCTION METHOD OF BIDDING**

60. **All Lots listed in Annexure II are offered for Sale on E-Tender Cum Online Auction Basis.**

61. E-Tender Bidders can participate in the Online Auction provided they register themselves separately for the e-auction by paying the requisite CMD.
62. E-Tender bidding will start from 16<sup>th</sup> February 2018 10.00 a.m. to 12.30 p.m on www.indiaauction.com Refer Annexure II for List.

## **STEPS FOR ACTUAL BIDDING PROCEDURE**

1. Go to www.indiaauction.com and Enter Login ID and Password. When a bidder logs in on www.indiaauction.com it is deemed that the bidder has accepted the Terms & Conditions of the Seller.
2. After successful login the bidder will be able to view all the details about the auction. The bidder will also view the list of the lots kept for auction. The bidder can select the lots of his interest as well as can prioritize the same for bidding preference.
3. The bidding screen will be available to the bidder to start bidding. There will be lot number and Lot name describing the lot on hyperlink. Current bid column will show the highest bid for the lot. Your bid column will show the bid amount for the lot by the bidder. The bid screen will also show the CMD details for each lot. Three cell colours are used to easily recognize the status of sale and bidders position in the lot for that auction. The Minimum Bid Price/ Base Price has been recorded against each lot. The software will not accept any bid lesser than the Minimum Bid Amount.
4. Bidder can click on the bid button in the row of the lot to bid for that lot. *(The Bid should be placed without any decimal or Comma marks)* This will lead to a pop up window to enter the bid amount for the lot. The bid amount should be greater than the current bid amount for that lot. If the bidder himself is the highest bidder, he can still improve his offer for that lot.
5. Bidder can also avail of the facility of autobid for bidding for the most interested lot. The bidder has to click on the Autobid option in front of the lot. This will open a pop up window where he has to give the directions to the system about maximum price he is willing to pay for the lot and increment on the price quoted by the highest bidder other than him.
6. The system will automatically bid for the lot on behalf of the bidder, immediately after receipt of any higher bid from other bidder. This will save the time of the bidder to monitor the bidding. This will also ensure quicker bid for the lot and chances of winning are higher. Bidder can reset the autobid limits anytime during the bidding process.
7. **The auction follows dynamic closing i.e. Time Extension provision. Bids placed on any lot in the last one minute of that lot's scheduled closing time will extend the close time of that lot by additional 3 minutes. This process will continue till there is no bidding activity in the last one minute for that lot.**
8. At the closure of auction the Results will be flashed immediately on close of the Auction on the bidder screens. Highest bids are taken only Subject to Approval from the seller. The bid value last accepted by the system will be taken for deciding the status. Only if two bidders bid with same amount, the first request received by the server will be the winning request

## **A NOTE OF CAUTION FOR THE BIDDERS**

Bidding during the last minutes of e-auction may encounter certain unforeseen problems such as time lag, heavy traffic, system/ power failure at the user end etc.

In order to avoid such problems and also not to lose out bidding, the bidders keen on buying any particular lot, are advised not to postpone the bidding to the last moment and to opt for the autobid options. This option is provided to overcome such technical difficulties.

In the autobid option the bidders can quote the maximum price they are willing to pay along with the incremental value of bidder's choice. This option will provide enough flexibility so that they need not sit before the computer throughout the e-auction process and need not worry about the technical problems.

Previous auction DD will not be accepted it should have minimum validity of 60 days from the date of auction.

Weight stated in the list is "STW" & no claim will be entertained in respect of any weight matter.



# Annexure I: 16<sup>th</sup> February 2018

## **E-Tender - 10.00 a.m. to 12.30 p.m. E-Auction – 1 p.m. onwards**

*Format of Acceptance Form is to be duly filled and submitted along with visiting card at the office of the auctioneers IndiaAuction.com Pvt. Ltd. along with Caution Money Deposit (CMD).*

*Note: All entries compulsory*

### **REGISTRATION cum ACCEPTANCE FORM**

I/We confirm having

- 1) Gone through the above mentioned terms and conditions and steps for actual bidding process and agree to take part in the E-Tender/ E-Auction for sale of Unclaimed/ Uncleared Import cargo by **Mundhra Container Freight Station 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 on all issues taken by representatives of Seller in all respects shall be binding on me.
- 4) I also undertake to abide by the additional conditions if announced during the E-Tender/ E-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 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 E-Tender/ E-auction on an AS IS WHERE IS BASIS AND WHATEVER IT IS 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 NAME: (Please register on the website to obtain User Name)** \_\_\_\_\_

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

**Contact Person(s)** \_\_\_\_\_ **Designation** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone/ Fax** \_\_\_\_\_ **Mobile No.** \_\_\_\_\_

**E Mail** 1) \_\_\_\_\_

2) \_\_\_\_\_

In the event of any above information being found incorrect/ incomplete the Participation shall be liable to cancellation by **Mundhra Container Freight Station Pvt. Ltd.** at any time and I/we shall not be entitled to any claim for Refund arising from the same.

	<b>DD/PO No.</b>	<b>Bank Name</b>	<b>Branch</b>	<b>Dated</b>	<b>CMD Amount</b>
<b>E-Auction</b>					
<b>E-Tender</b>					

**Unsuccessful Bidders have to collect their Demand Draft (CMD) in person from the office address where they have deposited their CMD. DEMAND DRAFT WILL NOT BE COURIERED/ POSTED.**

**Signature of Authorized Signatory with Name and Co. Seal**