

United States Marshals Service Sealed Bid Sale of Bulk Perfume

The US Marshals Service Southern District of Texas is auctioning 1 lot of approximately 415 pallets of bulk perfume in connection with a criminal action brought against Vikram Datta in the Southern District of New York.

Property Location: 5902 Riverside Drive, Laredo, TX 78041

Viewing Date Time:

By Appointment Only-Wednesday May 6th 2015 between 12:00 P.M. CST- 2 P.M. CST

Please contact Ana Sanchez at (956)-718-5504 or Ana.Sanchez@usdoj.gov to schedule an appointment for preview or for a current inventory list.

Bid Submission: All Bids must be submitted via email at Rick.ruiz@usdoj.gov by 12:00 P.M. CST on Thursday May 14th 2015

Bid Opening: All Bids that are submitted by the deadline will be reviewed and the winning bidder will be notified via email by 3:00 P.M. CST on Friday May 15th 2015

Winning Bidder must submit funds by Cashier's Check or by Electronic Funds Transfer (EFT). Cashier's Checks will be made payable to the U. S. Marshals Service. EFT information will be provided to the winning bidder. All funds must be submitted by 4 P.M. CST on Tuesday May 19th 2015.

Winning bidder is responsible for the removal of all property from site by: Wednesday May 27th 2015

<u>BID SUBMITTED</u>

All items in this lot will be sold on an "As Is, Where Is" basis, with no warranty or guarantees whatsoever. "As Is" is a disclaimer of warranties or representations. "Where Is" denotes that the buyer takes the property as found and must remove it from the point of sale. The U. S. Marshals Service reserves the right to pull any property from the sale at any time prior to the sale, without notice. The U. S. Marshals Service reserves the right to review, accept or reject any or all bids received by the submission deadline. In the event that a bid is rejected, the item may be reoffered at a later date.

The winning bidder is solely responsible for the removal of all items on the scheduled day of pick up. Proper equipment and personnel required for loading and removal of the property shall be provided by the winning bidder. No equipment or personnel will be provided by the USMS onsite to help load or move items. Some lots may be located behind other lots, which may make removal a slower going process. We appreciate buyers' patience during lot pickups.

Condition of Assets: THE UNITED STATES MARSHALS SERVICE OFFERS THESE ASSETS FOR SALE AS IS AND WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THEIR NATURE, VALUE, SOURCE, AUTHENTICITY, AND/OR ANY OTHER ASPECT OR CHARACTERISTIC OF THESE ASSETS. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, SHALL BE DEEMED A WARRANTY OR REPRESENTATION BY THE UNITED STATES, AND/OR ANY OF ITS AGENCIES, AGENTS, OFFICERS, EMPLOYEES AND/OR ASSIGNS REGARDING THESE ASSETS. ANY AND ALL BUYERS MUST AGREE TO RELEASE AND HOLD HARMLESS THE UNITED STATES, ITS AGENCIES, AGENTS, OFFICERS, EMPLOYEES AND ASSIGNS, IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, REGARDING ANY AND ALL CLAIMS, DEMANDS, RIGHTS, AND CAUSES OF ACTION, ARISING FROM, OR BY REASON OF, THE GOVERNMENT'S SEIZURE, FORFEITURE, OWNERSHIP, POSSESSION, MANAGEMENT, USE, SALE OR TRANSFER OF THESE ASSETS. The assets offered for sale by the United States Marshals Service are either seized by and/or forfeited to the United States under federal forfeiture laws. All Buyers of these assets must understand that the United States, and/or its agencies, agents, officers, employees, and/or assigns (hereinafter referred to as "Seller") has acquired the subject property through seizure and/or forfeiture, and has little or no direct knowledge concerning the title, nature, value, source, authenticity and/or any other aspect or characteristics of these assets. THEREFORE, the Seller offers these assets for sale in "AS IS" CONDITION AT THE TIME OF SALE OR CLOSING, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE, KNOWN OR UNKNOWN, with no representations, warranties or guarantees whatsoever, express or implied, regarding their nature, value, source, authenticity, fitness, merchantability, and/or any other aspect or characteristic of these assets. No statement anywhere, whether express or implied, shall be deemed a warranty or representation by the Seller regarding these assets. All sales are with the understanding that the buyer cannot rely on any other representation, warranty or guaranty made by anyone. All information derived from third party sources, including but not limited to appraisals, is deemed reliable but not guaranteed. All buyers are deemed to have relied entirely on their own information, and judgments of the assets in making the decision to purchase the asset. In addition, all Buyers must agree to release and hold harmless the Seller from any and all demands, rights and causes of action, arising from, or to arise from, or by reason of, the Government's seizure, forfeiture, ownership, possession, management, use, sale and/or transfer of these assets.

WINNING BIDDERS: The placement of a successful bid at a U. S. Marshals auction establishes a legally binding contract between the successful bidder and the Government and is subject to acceptance by the Government. The winning bidder will receive an email confirmation.

Waiver, Informalities, Irregularities, and Rejection of Bids: The Government may, at its discretion, waive any minor informality or irregularity in bids received, and may reject any and all bids or portions thereof.

Disclaimer: Pursuant to federal statutes and regulations, the United States Government shall not revert federally forfeited property to the defendant convicted of the violations giving rise to the forfeiture, or to any person acting in concert with, or on behalf of, the defendant. Further, the United States Government shall not revert federally forfeited property to any person whose criminal acts gave rise to a civil forfeiture of the property, or to anyone acting in concert with, or on behalf of, such a person.

Note to Bidders: The bidder (offeror) warrants that he/she is not delinquent in the payment of any debt due to the United States resulting from prior purchase of surplus property. In the event the Government determines afterward that the bidder has breached this warranty, the Government shall have the right to annul the contract without liability.

Prohibited Parties: In order to avoid a conflict of interest, or the appearance of a conflict of interest, the following classes of persons are prohibited from purchasing, either directly or indirectly, property forfeited to the United States: a) Any United States Department of Justice (USDOJ) employees prohibited by Federal regulations (5 C.F.R. 3801.105) from purchasing or using property forfeited to the United States, or any member of his/her immediate family/household; b) Any employee of any federal, state or local Government agency, or members of his/her immediate family/household, that was involved in the investigation which led to the forfeiture of the property to be sold.

Government Employees not Benefiting: No employee of the United States Department of Justice shall be entitled to any share or part of the Contract of Sale or to any benefit that may arise there from.