

The General Manager



APM TERMINALS

APM Terminals India Pvt. Ltd

Tender cum E-auction

(Sealed Tender submission upto 28th April, 2014 before 5pm.)

‘E’-auction on April 29th, 2014

Starting Time 11:00 AM & Closing Time: 12:00PM

(Note: No Auto Time Extension)

At

<https://www.ashvinauctioneers.com>

Inspection on

Between 15th to 18th April, 2014

Between 11:00 AM to 12:00 PM,

2:00 PM to 3:00 PM & 4.00 PM to 5.00 PM

At

APM Terminals India Pvt. Ltd., Plot No. 100, Block 5, Sector 2, Dronagiri Warehousing Complex,

Navi Mumbai 400 707 AND

CFS Annex, Plot No 518, Sector 6, Dronagiri, Taluka Uran District Raigad, Navi Mumbai 400 707

Contact Person: Mr. Ashish Sharma

Contact No: (22)30993057 / 3165 / 3169, M: 9870373552

M/s. Ashvin & Co. (Auctioneers)

Br: B/314 Shyamkamal CHS, Agarwal Market, Vile Parle (E), Mumbai - 57

Tel: 26107515, Telefax: 26133600

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

Email: info@ashvinauctioneers.com , ashvinauction@yahoo.co.in

Mr. Ashvin M Shah, M: 9820133274

Mr. Julian A Shah, M: 9820739509

Ashvin & Co.

OFFICE: B/314 Shyamkamal CHS, Agarwal Market, Vile Parle (E), Mumbai - 57 PH: 26107515
email: info@ashvinauctioneers.com, ashvinauction@yahoo.co.in

Tender cum E-Auction SALE on 29th April, 2014

For and on behalf of

APM Terminals India Pvt. Ltd.

Container Freight Station, Sector 2, Dronagiri, Taluka Uran District Raigad, Navi Mumbai 400 707

DISPOSAL OF ASSETS

Online Auction	29th April, 2014, 11.00 am to 12:00pm onwards on www.ashvinauctioneers.com	
Inspection of Materials	15 th to 18 th April, 2014 between 11.00 AM to 12.00 PM, 2.00 PM to 3.00 PM & 4.00 PM to 5.00 PM	
Venue for Inspection	APM Terminals India Pvt. Ltd., Container Freight Station, Plot No. 100, Block 5, Sector 2, Dronagiri Warehousing Complex, Navi Mumbai 400 707 AND CFS Annex, Plot No 518, Sector 6, Dronagiri, Taluka Uran District Raigad, Navi Mumbai 400 707	
Last Date for Submission of Sealed tenders	Till 28th April, 2014 up to 5.00 PM <i>Tender Box kept ONLY at CFS Main Office at above address</i>	
Opening of Sealed Tenders	29th April, 2014 at 3.00 PM (after closure of Online Auction)	
Caution Money Deposit for OnLine Auction (Refundable)	Rs. 30,000/- (Rupees Thirty Thousand Only)	
Last Date and Time for Payment of Caution Money	28th April, 2014 upto 5.00 PM ONLY at the office of the auctioneer Ashvin & Co, address mentioned hereinabove.	
Contact Details:	<p>Mr. Ashish Sharma – Mobile: 9870373552 APM Terminals India Pvt. Ltd. Container Freight Station, Plot No. 100, Block 5, Sector 2, Dronagiri Warehousing Complex, Navi Mumbai 400 707 Tel. 022-3099 - 3165/ 3169 and Fax: 022- 3099 3002 E Mail: jhtcfsauction@apmterminals.com</p>	
<u>All payments to be drawn in the favor of APM TERMINALS INDIA PVT. LTD.</u>		
<u>ALL LOTS ARE OFFERED ON TENDER CUM eAUCTION SALE BASIS</u>		
<u>Special Instructions</u>		
	C Form will not be accepted	
1	The material shall be sold on "As is Where Is" basis	
2	Bidders shall have actual user licences for all commodities	
3	DD for entire bid amount shall be deposited within 2 days of confirmation	
4	The material shall be delivered on "Per Unit" Basis	
5	The delivery of material shall be effected within 24 hours after full and final payment	
6	There are no material handling charges	
7	Relevant Taxes as applicable at the time of delivery	

GENERAL TERMS & CONDITIONS

Subject to the reserve price, fixed by the custodians **APM Terminals India Pvt. Ltd.**, (hereinafter referred to as APM Terminals) 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, **APM Terminals India Pvt. Ltd.** a company registered under the Indian Companies Act, 1956 having its CFS operations at the address mentioned hereinabove.
2. **AUCTIONEER:** Ashvin & Co 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 the **APM Terminals India 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 Ashvin & Co 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 auction sale very carefully and then only place his signature on the Registration cum Acceptance Form given in Annexure II. 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. Ashvin & Co runs its business on the basis of a robust Website. However Ashvin & Co is outsourcing server space from a third party hosting company and hence shall ensure the smooth running of the website in all good faith and intention. **APM Terminals India Pvt. Ltd./** Ashvin & Co will not be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise at Bidders end or at **APM Terminals India Pvt. Ltd./** Ashvin & Co directly or indirectly affecting Online method of Bidding.
5. All the consignments will be sold on LOT BASIS. Lots listed under the Special Instructions on page one or Annexure III are sold subject to compliance of certain statutory conditions/ clearances listed against the Lot Numbers. The expenses towards obtaining of such clearances are to be borne by the successful bidders.
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, **APM Terminals India Pvt. Ltd.**, Container Freight Station, Dronagiri, Navi Mumbai, 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/ **APM Terminals India 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 intending to participate in the E-Auction has to register with the auctioneer Ashvin & Co 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 **APM TERMINALS INDIA PVT. LTD.** payable at Mumbai **CASH WILL NOT BE ACCEPTED.**

9. On receipt of **CMD** along with the **REGISTRATION cum ACCEPTANCE Form** (Attached with catalogue) Ashvin &Co will provide User Identity and Password to the bidder, which is to be used for ACTUAL Online Auction.

The User ID and Password will ONLY be emailed to the registering bidders and hence a valid email address should be entered in the Acceptance Form by the bidders.

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.

Kindly note, under no circumstances User ID and Password would be given over the telephone OR any other email address.

10. **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.**

STA, LOT CONFIRMATION & FINAL PAYMENT

11. On closure of the e-auction, Tenders received will be opened and the e-auction bids and Tender Offers will be compared. **Highest Bids, based on comparison of e-auction and tender result for all lots will be accepted ONLY on STA Basis.**
12. Within **TWO** working days from the date of the auction, excluding the date of auction, the **FINAL** confirmation/ rejection of the Highest Bids will be intimated to the successful bidders
13. **Intimation of confirmed acceptance along with details of balance payment to the successful auction bidders OR Tenderers will be ONLY by e-mail and not by Post. Tenderers without e-mail address should collect the copy of such intimation from the office of Ashvin &Co.**
14. The Caution Money Deposit (CMD) paid at the start of the auction by bidders OR EMD deposited along with the Tenders would be adjusted in the Final Payments. CMD/ EMD of the un-successful bidders and those highest bidders whose bids are rejected by the Sellers will be returned from the office of Ashvin &Co **on the fourth working day** from the date of auction.
15. Successful bidders will have to pay the full amount less the CMD/ EMD deposited earlier **within FIVE working days** from the date of confirmation failing which **THE FULL CMD/ EMD AMOUNT** deposited will be forfeited.
16. The successful bidder has to pay the Final amount by way of Demand Draft/ Pay order **ONLY** drawn on any Scheduled/ Nationalized Bank Drawn in the favour of **APM TERMINALS INDIA PVT. LTD.** payable at Mumbai.
17. 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/ EMD of the successful bidder will be forfeited in case of non payments before the due date.
18. The Sales Invoice will be issued **ONLY** in the name of the Bidder as is recorded in the Registration Form/ Tender Form. Any further correspondence with the Bidders will be **ONLY by e-mail** on his name and address as recorded in the Registration Form/ Tender Form.
19. **Kindly note, change in Bidder Name shall not be considered.**

TAXES and OTHER INCIDENTAL EXPENSES:

20. All bids invited are for the net amount accruable to **APM Terminals India 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.

INSPECTION

21. Goods are sold on AS IS WHERE IS BASIS WHATEVER IT IS and on NO COMPLAINT BASIS. **APM Terminals India Pvt. Ltd./** Ashvin &Co 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

22. 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 the **APM Terminals India Pvt. Ltd.** and it is binding on the bidder.
23. 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.
24. In the event of any dispute with regard to non lifting/ non availability of inspected materials etc. and forfeiture of CMD/ EMD, Ashvin &Co will not be held responsible for the loss / forfeiture.

DELIVERY

25. If the successful bidder fails to take **the delivery of the goods within 13 (Thirteen) days** from the date of intimation of Final Confirmation of bid, the entire bid amount deposited by him will be forfeited and the cargo will be relisted for sale at his risk and cost.
26. 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 misdescription.
27. 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.
28. Delivery will be given only during the office hours on working days of **APM Terminals India Pvt. Ltd.**
29. The successful bidder shall produce the copy of the intimation of Final Confirmation of Bid issued by Ashvin &Co and the receipt of Full and Final Payment along with VAT issued by **APM Terminals India Pvt. Ltd.** for proper identification of the Bidder at the time of taking delivery of the material.
30. 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 **APM Terminals India Pvt. Ltd.** Delivery by proxy will be at the bidders sole risk and responsibility and no claim shall lie against **APM Terminals** CFS on account of whatsoever, if the delivery is affected to the wrong person(s).
31. While taking delivery of the material, it will be at the discretion of the authorized representative of **APM Terminals India 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 **APM Terminals** CFS premises. Breaking/ cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the **APM Terminals India Pvt. Ltd.** officials.
32. 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. **APM Terminals** CFS shall have the right to dispose of such goods in any manner it likes. The bidder will have no right whatsoever to any compensation.
33. 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 wharphage 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 **APM Terminals India 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.

34. In case, if **APM Terminals India 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.
35. 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 **APM Terminals India Pvt. Ltd./ Ashvin &Co** for refund of the whole or any part of the purchase money or for loss or profit or interest or any other damages.
36. The delivery of the material either in part or in full would be subject to being withheld if required by **APM Terminals India Pvt. Ltd.** at any stage before the actual delivery without any commitment on either side.
37. **APM Terminals India Pvt. Ltd./ Ashvin &Co** 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 **APM Terminals India Pvt. Ltd.**
38. 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, **APM Terminals India 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.
39. 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

40. **APM Terminals India 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

41. Employees of **APM Terminals India Pvt. Ltd./ Ashvin &Co** are barred from participating in the Online sale.
42. Lot will be put for auction as per convenience of management and it is not obligatory to go serially.
43. Bidder and his men are subject to the security rule of **APM Terminals India 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.
44. The Bidders shall be responsible for any damage that may be done to premises / fittings of **APM Terminals India 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.
45. During the period the bidders workers are engaged within the **APM Terminals India Pvt. Ltd.** premises they will be governed by the labour laws and rules, Factory Acts and Rules and **APM Terminals CFS Safety / Security Rules** as applicable. It shall be the responsibility of the bidder to see that the statutory provisions are complied with.
46. In the event of failure on the part of the successful bidder to fulfill his contractual obligations, **APM Terminals India Pvt. Ltd./ Ashvin &Co** reserves the right to debar such bidder from participating in any future tender/ auction on behalf of **APM Terminals India Pvt. Ltd.**

ARBITRATION

47. In the event of any dispute the same shall be referred to a sole arbitrator to be appointed by the Managing Director of **APM Terminals India 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 MUMBAI City only. All the expenses pertaining to arbitration shall be borne by the bidder ONLY.
48. **APM Terminals India 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

49. **APM Terminals India Pvt. Ltd./** Ashvin &Co will not at any time be responsible for any injuries caused due to accident within **APM Terminals** 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.
50. **APM Terminals India Pvt. Ltd./** Ashvin &Co will not be liable for any claim and bidder shall keep **APM Terminals India Pvt. Ltd./** Ashvin & Co fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
51. No gas cutting equipments or any equipment which are likely to cause damage will be allowed in the **APM Terminals** CFS premises. Only safe oxyacetylene gas cutting equipment will be allowed with written permission of **APM Terminals India Pvt. Ltd.** The decision of the Officer or his authorized representative shall be final in this regard.

CONDITIONS APPLICABLE TO TENDER cum ONLINE AUCTION METHOD OF BIDDING

52. **All Lots listed in Annexure III are offered for Sale on Tender Cum Online Auction Basis.** Tender Bidders/ Bidders who have submitted the Sealed Tender for the Lots Items can participate in the Online Auction provided they register themselves separately for the auction by paying the requisite CMD. **The Tender offer has to be above the Base Price. Offers below the base price will be rejected outright.**
53. The Tender Box will be kept at the **APM Terminals India Pvt. Ltd., Container Freight Station, Plot No. 100, Block 5, Sector 2, Dronagiri Warehousing Complex, Navi Mumbai 400 707.** The Tenderers should submit their bids by paying an **EMD of 25%** of the bid value (excluding taxes & duties). The last date for submission of Tender will be **28th April, 2014 upto 5.00 pm.**
54. Sealed Tenders will be opened on the **29th April, 2014 at 15:00 Hrs** (after closure of OnLine Auction) in the presence of **APM Terminals India Pvt. Ltd.** and Ashvin & Co officials. The tender bidder can also remain present or can send his authorized representative.
55. The Tenderers shall keep their offers valid for a period of 20 (TWENTY) working days from the date of opening of the tender excluding the date of opening. In case the 20th day falls on a holiday or remains closed for **APM Terminals India Pvt. Ltd.,** such Bids will be deemed to be automatically extended to be valid up to the next working day of **APM Terminals India Pvt. Ltd.**
56. In case of a tie between the Online Bid and Tenderer both the bidders will be given an opportunity to submit their revised bids in sealed envelopes on the following working day i.e. on **30th April, 2014.** **APM Terminals India Pvt. Ltd.'s** management reserves the right to accept or to reject any offer for any reason whatsoever or even without any reason.

STEPS FOR ACTUAL BIDDING PROCEDURE

- 1. Go to 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, Address Proof, Income Tax Return Copy & Shop Act License.
- 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. Ie. 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.
- **Auto Time Extension IS NOT AVAILABLE in this e-Auction**

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 bidders 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.

Annexure I: 28th April, 2014

OFFER BY TENDER

OFFER For Lot No :

(Use separate sheet for separate lots)

NAME OF THE TENDERER:

ADDRESS:

TELEPHONE NUMBER/S:

E Mail ID:

OFFERED PRICE (Rs.)	EMD (25% OF THE AMOUNT) (Rs.)	D.D. NO. & DATE	BANK DRAWN
Rs: _____			
<u>(Please Note your Offer has to be ABOVE the BASE PRICE printed in the Catalogue)</u>			

1. Submission of tender would imply acceptance of sale conditions contained in the catalogue.
2. Tender offers should be more than the BASE PRICE. Offers below the base price will be REJECTED outright.
3. Tender with insufficient EMD will be REJECTED outright.
4. Tenderers must submit *separate envelopes for each lot* and clearly record Lot Number, Name and Full address of the Tenderers in bold letters on the envelope(s).
5. Use Photocopy/ Xerox this page.
6. Tenderers must submit separate Demand Draft/ Pay Order for each lot. Tender submitted with joint EMD, Demand Draft/ Pay Order are liable to be rejected.

SIGNATURE OF TENDERER WITH COMPANY SEAL

Annexure II: 29th April, 2014

Format of Acceptance Form is to be duly filled and submitted along with visiting card at the office of the auctioneers Ashvin & Co along with Caution Money Deposit (CMD).

Note All entries compulsory

REGISTRATION cum ACCEPTANCE FORM

I/We confirm having

- 1) Gone through the abovementioned terms and conditions and steps for actual bidding process and agree to take part in the Online Forward Auction for sale of Unclaimed/ Uncleared Import cargo by **APM Terminals India 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 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 Online 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 the **APM Terminals India Pvt. Ltd.** at any time and I/we shall not be entitled to any claim for Refund arising from the same.

CMD Amount:

DD/ PO No: Dated:

Bank Name and Branch:

Signature of Authorized Signatory with Name and Co. Seal

SEC 1: Starting Time **11.00 AM** & Closing Time **12.00 PM**

CMD Rs. 30,000/-

Lot No.	Commodity	Quantity	Reg. No	Location (APMT CFS)	Price in INR
1	KALMAR - REACHSTACKER	1	MH-06-W-2916	EMR - PANVEL	Rs. 22,00,000/-
2	Kalmar Forklift Truck (Side-Stacker)	1	MH-06-AL-4230	EMR - PANVEL	Rs. 20,00,000/-
3	Kalmar Forklift Truck (Side-Stacker)	1	MH-06-AL-4231	EMR - PANVEL	Rs. 20,00,000/-

Special Instructions

- 1 The material shall be sold on "As is Where Is" basis**
- 2 Bidders shall have actual user licences for all commodities**
- 3 DD for entire bid amount shall be deposited within 2 days of confirmation**
- 4 The material shall be delivered on "Per Unit" Basis**
- 5 The delivery of material shall be effected within 24 hours after full and final payment**
- 6 There are no material handling charges**
- 7 Relevant Taxes as applicable at the time of delivery**
- 8 For Kalmar Inspection bidders are requested to approach Mr. Dinesh Shetty (Mob. 9870225228) And the address of our office at Panvel is "APM Terminals (EMR Division), Sangurli Phata,Shirdon,Mumbai Goa Highway, Mumbai"**