

Under the Instruction of
**CMA CGM Shared Service Centre (India) P.
Ltd.**



GSTIN: 33AACCC745R1Z6

E-Auction for the sale of **OLD Electronic Assets**

‘E’-Auction on 27th December, 2019
Between 12:30 PM to 14:30 PM

(NOTE: NO AUTO TIME EXTENSION)

At

Venue of E-Auction www.ashvinauctioneers.com

Inspection of the assets On

Between 16th to 24th December 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

Inspection Address: CMA CGM Shared Service Centre (India) Pvt. Ltd.
32 A & B Ambit IT Park, 8th Floor, Ambattur Industrial Estate,
Chennai- 600058

Contact Person:

Name:- Barath Daasan Mob: 87545 98867

Name:- Meenakshi Sundaram Mob: 9840721329

M/s. ASHVIN & CO. (Auctioneers)

Br.Off.: B/314 Shyamkamal CHS, Agarwal Market,
Next Big Bazar, Agarwal Market, Vile Parle (E), Mumbai 400057.
Tel: 26107515 Tel.Fax: 2613 3600

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

E-mail: ashvinauction@gmail.com

Instruction to Bidders:-

- 1) The intending Bidders shall have to register on the website of www.ashvinauctioneers.com by Clicking on to the NEW USER.
- 2) Fill up the registration form.
- 3) Take out the print out of the registration form on Company's/private letter head.

4) Submit the hard copy of the registration form with the below mentioned documents :-

- a) **Pan Card of Proprietor OR Pan card of Company**
 - a-i) **Pan Card of Partners / Directors**
 - a-ii) **Pan Card of Authorized person with Authority letter.**
- b) **Photographs of signing authority.**
- c) **GST Registration**
- d) **Shop & Establishment copy.**
- e) **ITAR latest filed Income Tax copy.**

All the above documents have to be self attested.

5) The auction registration form shall have to be submitted along with the Demand Draft in the name “CMA CGM Shared Service Centre (India) Pvt. Ltd.”, payable at Chennai Demand Drafts shall be submitted in the office of Auctioneers Ashvin & Co. Mumbai Office.

6) To participate in E-Auction, Bidders shall have to submit Non Refundable Registration fees of Rs. 11111/- + 18% GST = Rs. 13,111/- drawn in the name of “Ashvin & Co” payable at “Mumbai”

GENERAL CONDITIONS OF SALE BY AUCTION

1. Each intending bidder shall have to Submit the CMD for **Sec I Rs. 50,000/-, Sec 2 Rs. 25,000/- Sec 3 Rs. 25,000/-, Sec 4 Rs. 10,000/-** (Refundable) in the form of DD A/C “**CMA CGM Shared Service Centre (India) Pvt. Ltd.**”, payable at CHENNAI/Par at the Auctioneers Mumbai Office on or before **5:00 pm 26.12.2019** to Participate in the e-auction.
2. The highest Auction Bid will be accepted subject to confirmation by the Management of **CMA CGM Shared Service Centre (India) Pvt. Ltd. (CMA CGM)**
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”, “NO COMPLAINT BASIS IS” and “AS IT LYING BASIS”
4. Any lot can be withdrawn from the auction sale by the “Management of **CMA CGM**,” Administration without assigning any reason.
5. Lots may be sold bigger, smaller or joint lots than those mentioned in the auction Catalogue.

6. “Goods fit for intended use are sold as they stand...” 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 **CMA CGM**”, 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 particular 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 full amount along with the taxes as applicable within 5 working days from the date of confirmation by the management of **CMA CGM**. If the highest bidder fails to pay required earnest money deposit / full sale value within 5 working days, the Bid shall be forthwith cancelled & CMD / EMD will be forfeited and the defaulting bidders shall forfeit all is rights of the goods for which the bid has been given & lot to be re-auctioned. The Management of **CMA CGM**, 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 **CMA CGM** 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 “**CMA CGM Shared Service Centre (India) Pvt. Ltd.**” payable at ‘CHENNAI’ / Par, who shall issue Delivery Order to the purchaser to affect the delivery.

13. The **CMA CGM** 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 5 **(five) 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 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 **CMA CGM** in force while in the **CMA CGM** 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 **CMA CGM** 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 **CMA CGM** premises they will be governed by the labour laws and rules, Factory Acts and Rules and **CMA CGM** Safety / Security Rules as applicable. It shall be the responsibility of the purchaser to see that the statutory provisions are complied with.

19. The **CMA CGM** 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 labor, 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 **CMA CGM** /Ashvin & Co. will not be at any time be responsible for any injuries caused due to accident within premises or at the place of **CMA CGM** 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. Special condition, if any, will be announced / declared by the Auctioneer under the instruction of The **CMA CGM** at the time of Auction.

22. **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.

23. 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.

24.Disclaimer

- 1.0 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. CMA CGM/ 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 CMA CGM / Ashvin & Co. directly or indirectly affecting Online method of Bidding.
- 1.1 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.
- 1.2 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.

2.0 Steps for Actual Bidding Procedure

- 1. Go to www.ashvinauctioneers.com
- 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.**

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.

In case the bidder who does bid and does not comply with the norms by producing documents, competent or does not qualify then their CMD will be forfeited.

Auction Registration Form

DATE:

I/We confirm having

- 1) Gone through the above-mentioned terms and conditions and agree to take part in the On-line Forward Auction for sale of OLD Electronic items by CMA CGM
- 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 CMA CGM 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 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" , "NO COMPLAINT BASIS" and "AS IT IS LYING 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 _____

GSTIN No. _____

Phone No. _____ **Mobile No.** _____

Fax No.- _____

E Mail (compulsory for Online Bidding) _____

Pan Card of Proprietor OR Pan card of Company

- Pan Card of Partners / Directors**
- Photographs of signing authority.**
- GST Registration**
- Shop & Establishment copy.**
- ITAR latest filed Income Tax copy.**

If registering for Online Bidding, are you familiar with e-Auction bidding? 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 CMA CGM at any time and I/we shall not be entitled to any claim for Refund arising from the same.

Sec No.	Sr. 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 **CMA CGM**

Signature of Authorized Signatory with Name and Seal.

E'-Auction on 27th December, 2019
Between 12:30 PM to 14:30 PM

All the Items will be Sold on Lot Basis only
 & "AS IS WHERE IS BASIS", "AS IT LYING BASIS"
 & "NO COMPLAINT BASIS"

Section I
CMD of Rs. 50,000/-
Lot No 1 (LOT of Sr. No. 1 to 8)

Sr.No	Assets Particular	Unit	Quantity	Taxes	Remark
1	CPU		427		all these Items are OLD ELECTRONIC ASSETS & not in working conditions
2	Monitors		657		
3	Scanner		4		
4	Printer		4		
5	Laptop		49		
6	Keyboard*		355		
7	Mouse*		234		
8	Docking Station	1 LOT	17		
NOTE: Please Refer to DETAILED LIST for the MAKE, MODEL and SERIAL NUMBER * There is no serial number for keyboards & mouse					

Section II
Lot No 2 (LOT of Sr. No. 1 to 2)
CMD of Rs. 25,000/-

Sr.No	Assets Particular	Unit	Quantity	Taxes	Remark
1	Projector		9		all these Items are OLD ELECTRONIC ASSETS & not in working conditions
2	LCD Display	1 Lot	1		
NOTE: Please Refer to DETAILED LIST for the MAKE, MODEL and SERIAL NUMBER * There is no serial number for keyboards & mouse					

Section III

Lot No 3 (LOT of Sr. No. 1 to 2) CMD of Rs. 25,000/-

Sr.No	Assets Particular	Unit	Quantity	Taxes	Remark
1	Server Racks(withdrawn from auction		2		all these Items are OLD ELECTRONIC ASSETS & not in working conditions
2	Servers	1 Lot	14		

NOTE: Please Refer to DETAILED LIST for the MAKE, MODEL and SERIAL NUMBER

Section IV

Lot No 4 (LOT of Sr. No. 1 to 2) CMD of Rs. 10,000/-

Sr.No	Assets Particular	Unit	Quantity	Taxes	Remark
1	VoIP Phones		136		all these Items are OLD ELECTRONIC ASSETS & not in working conditions
2	Mobile Phone	1 Lot	24		

NOTE: Please Refer to DETAILED LIST for the MAKE, MODEL and SERIAL NUMBER



Section I

1) CPU



2) Keyboard



3) Monitor



4) Printer



5) Laptop



Section II

Sr. No. 1)



Section IV

Sr. No. 1)



Sr. No. 2)

