

The General Manager



APM TERMINALS

APM Terminals India Pvt. Ltd

In terms of direction of Govt. of India, on behalf of M/s. APM Terminals India Pvt Ltd, under section 125 of customs act 1962, Ashvin & Co. is organizing Online Auction of unclaimed / Uncleared Import Cargo subject to terms and conditions annexed hereto and as per schedule of programmed given below

E-Tender cum E-Auction

(E-Tender Starting at 10 am on 25th February, 2015)

(E-Tender Closing at 6 pm on 25th February, 2015)

(E-Tender Opening at 2.00 pm on 26th February, 2015 or after the Closing of E-auction whichever is later)

‘E’-Auction on 26th February, 2015

Starting Time **11:00 AM** & Closing Time: **2:00 PM**

(Note: No Auto Time Extension)

At

<https://www.ashvinauctioneers.com>

Inspection on

13th to 18th February, 2015

(Between 11:00 AM to 12:00PM, 2:00PM to 3:00 PM & 4.00PM to 5.00PM)

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

E-Tender cum E-Auction SALE on 26th February, 2015

For and on behalf of

APM Terminals India Pvt. Ltd.

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

In terms of direction of Govt. of India (**Under section 125 of the Customs Act 1962**), APM Terminals India Pvt. Ltd. is organizing an online Auction of Unclaimed/ Un cleared Import Cargo through Ashvin & Co.

DISPOSAL OF Scrap

Online Auction	26th February, 2015, 11:00 AM to 2:00 PM onwards on www.ashvinauctioneers.com
Inspection of Materials	13th to 18th February, 2015 . 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., CFS Annex, Plot No 518, Sector 6, Dronagiri, Taluka Uran, District Raigad, Navi Mumbai 400 707
Last Date for Submission of E-Tenders	Till 25th February, 2015 up to 6:00 PM
Opening of E-Tenders	26th February, 2015 at 2:00 PM (after closure of Online Auction whichever is later)
Caution Money Deposit for On-Line Auction (Refundable) Separate DD for Online Auction / E-Tender	Rs. 1,00,000/- (Rupees One Lakh Only) for Sec 1
Last Date and Time for Payment of Caution Money	24th February, 2015 upto 5.00 PM ONLY at the office of the auctioneer Ashvin & Co, address mentioned hereinabove
Contact Details: Ashvin & Co. Shri Ashvin M. Shah, Tel: 022 26107515 Mr. Julian A. Shah, M: 9820739509 Email: info@ashvinauctioneers.com , ashvinauction@yahoo.co.in	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 3057/ 3165/ 3169 and Fax: 022- 3099 3002 E Mail: jhtcfsauction@apmterminals.com
All payments to be drawn in the favor of APM TERMINALS INDIA PVT. LTD.	
ALL LOTS ARE OFFERED ON E-TENDER CUM E-AUCTION SALE BASIS	
Special Instructions	
1	All scrap and waste paper containers will be subject to 100% examination in presence of Customs prior to the delivery of the goods to the bidder.
2	The delivery of the scrap and waste paper containers is subject to Post Shipment Inspection Certificate. The charges for the same shall be borne by the successful bidder.
3	Participants should have valid Actual User License.
4	If required Bidder shall arrange to obtain Chartered Engineer Certificate wherever required. The charges for the same shall be borne by the successful bidder.
5	Bids from only those bidders with valid MPCB/ SPCB License will be accepted. A copy of the Actual User License and MPCB/ SPCB License should be submitted to Ashvin Auctioneers at the time of Registration.
6	Bids from only those bidders with valid MPCB/ SPCB License will be accepted. The Delivery of all the Lots mentioned above is subject to Post Shipment Inspection Certificate.

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 Starting Price will be displayed against each lot on the bidding screen of all participating bidders. The software will not accept any bid lower than mentioned Starting Price.”**

STA, LOT CONFIRMATION & FINAL PAYMENT

11. On closure of the E-auction/ E-Tenders received will be opened and the E-auction bids and E-Tender Offers will be compared. **Highest Bids, based on comparison of E-auction and E-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.**
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. Any further correspondence with the Bidders/tenders will be **ONLY by e-mail** on his name and address as recorded in the Registration 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
21. The successful Bidder shall also have to pay **Container Handling Charges @ Rs. 10,000/ (plus service tax) per container** before taking delivery of Cargo. Over and above the Container Handling Charges, in case of LMS and waste paper containers, Rs. 8,000/ plus service tax in case of 20 feet containers AND Rs. 16,000/ plus service Tax in case of 40 feet containers will be charged as Container Destuffing charges **which will be paid directly to Vendor.**
22. The Bidder shall also have to pay **Cargo Handling Charges @ Rs. 90.00 (Rupees Ninety) Per Metric Ton plus Service Tax** before taking delivery for loading of Materials/ Cargo.
23. If the delivery is not taken within 3 (Three) working days from the date of confirmation of acceptance of Bid, Rental Charge @ Rs.1,500/ per container per day or as may be prescribed by the General Manager, **APM Terminals India Pvt. Ltd.** will be levied for maximum period of 10 (TEN) days.
24. If the bidder fails to make payment and/ or take delivery of the material, within the free period, **APM Terminals India Pvt. Ltd.** shall have the right to auction the undelivered material immediately in the next auction without any intimation to the successful bidder and the bid money deposited by the bidder shall be forfeited.
25. **All scrap containers will be subject to 100% examination in presence of Customs prior to the delivery of the goods to the bidder. The successful bidders will have to pay Rs. 10,000/ plus Service Tax as applicable per container towards Destination Inspection Certification for HMS material if it is done already by the CFS. These charges are in addition to the Container Handling Charges as recorded hereinabove.**

INSPECTION

26. 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

27. 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.
28. 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.
29. 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

30. 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.
31. 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.
32. 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.
33. Delivery will be given only during the office hours on working days of **APM Terminals India Pvt. Ltd.**

34. 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.
35. 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).
36. 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.
37. 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.
38. 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 **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.
39. 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.
40. 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.
41. 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.
42. **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.**
43. 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.
44. 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

45. **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

46. Employees of **APM Terminals India Pvt. Ltd./** Ashvin & Co are barred from participating in the Online sale.
47. Lot will be put for auction as per convenience of management and it is not obligatory to go serially.
48. 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.
49. 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.
50. 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.
51. 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.**
52. "If any Court Case comes up after the sale of auction of the Specific Lot the CMD/EMD/Full payment shall not be refunded till the time court verdict/Customs order. No interest for that period shall be paid to any of the party."

ARBITRATION

53. 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.
54. **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

55. **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.
56. **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.
57. 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 E-TENDER cum ONLINE AUCTION METHOD OF BIDDING

58. All Lots listed in Annexure III are offered for Sale on E-Tender Cum Online Auction Basis. E-Tenderers who have submitted the E-Tender for the Lots Items can participate in the Online Auction provided they register themselves separately for the auction by paying the requisite CMD.
59. The Tenderers should submit their CMD before submitting E-tender. The highest bidders shall have to pay an EMD of 20% of the bid value (excluding taxes & duties) as per the terms.
60. E-Tenders will be opened on the 26th February, 2015 at 2:00 PM (after closure of On-Line Auction) by the recipients, Representative of Customs, APM Terminals India Pvt. Ltd. and Ashvin & Co officials in the E-Tender room.
61. The E-Tenderers shall keep their offers valid for a period of 20 (TWENTY) working days from the date of opening of the e-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.
62. In case of a tie between the Online Bid and E-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 27th February, 2015. 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.

Instruction to E-Tenderer :-

1) The intending Tenderer shall have to register on the website of ashvinauctioneers.com by clicking on to the **NEW USER**.

2) Fill up the registration form.

3) Take out the print on company's letter head.

4) Submit the hard copy with the documents

a) Pan Card of Proprietor OR

a-i) Pan Card of Partners

a-ii) Authority letter

b) Photographs of signing authority.

c) VAT Registration copy

d) Shop Establishment copy.

e) ITAR Latest filed Income Tax copy.

All above self attested.

5) Submit the DD of CMD amount with acceptance form to us OR Principal.

6) E-tenderer can log in with the key sent to them on the from E-tender starting date & time till the e-tender closing day of time.

7) Facility is given to withdraw & re-submit quotation.

8) E-Tender will open at the given date and time or after the closing the e-auction whichever is later.

9) On receipt of confirmation of the bid in E-auction/E-tender as the case may be, the successful bidder/ tenderer shall have to submit 20% EMD as per the general terms & conditions of sale. After the receipt of EMD, the necessary approval from the competent authority for final confirmation.

Annexure II: 26th February, 2015

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

PARTICIPATION 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 _____

PAN Card of Company & PAN Card of authorized Person copy is attached _____

Mobile No./ Phone No. _____

E Mail _____

Participants in E-Auction or E-Tender or Both? (Under SEC 48/ Under SEC 125)

Sr. No	Sec No	D.D Amt	D.D. Details

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.

Signature of Authorized Signatory with Name and Co. Seal:

SECTION : 1

Starting Time:- 11:00 AM & Closing Time:- 2:00 PM
(NO AUTO TIME EXTENSION)
CMD: Rs. 1, 00,000/-

Lot No.	Container No.	Size	Cargo	Approx Wt (Kgs)	Location	Base Price in INR
1	PONU7245720	40	USED RUBBER TYRES CUT & SHREDDED	18,760	CFS ANNEX	RS. 7,52,385/-
	MRKU4691199	40		18,000	CFS MAIN	
	MSKU0264919	40		20,200	CFS MAIN	
	MSKU5251302	20		73,060	CFS MAIN	
	MSKU7080385	20				
	PONU0758450	20				
	TGHU2157383	20				
2	MSKU0575865	40	BEACHED HARDWOOD KRAFT PULP	43,680	CFS ANNEX	RS 9,50,135/-
	GESU5913080	40				
	PONU7372031	40	STC WASTE PAPER WHITE TISSUE WASTE	17,880	CFS MAIN	
	MRKU4658708	40	STC WASTE PAPER WHITE TISSUE WASTE	13,600	CFS MAIN	
	PONU3056014	40	WASTE WHITE TISSUE PAPER	29,770	CFS ANNEX	
	APMU4119737	40				
	MSKU4502276	40				
	APMU4527019	40				
3	PONU8212362	40	PVC WET PLANT SWEEPING	22,060	CFS ANNEX	Rs. 12,36,000/-
4	ESPU2054978	20	PP RECYCLED (INJECTION MOULDING)	16,320	CFS ANNEX	Rs. 4,88,000/-

Special Instructions

- 1 All Containers will be subject to 100% examination in presence of Customs prior to the delivery of the goods to the bidder.
- 2 The delivery of the waste paper containers is subject to Post Shipment Inspection Certificate. The charges for the same shall be borne by the successful bidder.
- 3 Participants should have valid Actual User License for both of above Lots.
- 4 Bids for Lot 1 from only those bidders with valid MPCB/ SPCB License and Having 'Special Import license, and Permission from MOEF will be accepted. A copy of the Actual User License and MPCB/ SPCB License should be submitted to Ashvin Auctioneers at the time of Registration.
- 5 Bids from only those bidders with valid MPCB/ SPCB License will be accepted.