

Under the instruction of  
**The General Manager**



**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 48 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

**Tender cum E-auction**

**(Sealed Tender submission upto April 28<sup>th</sup>, 2014 before 5pm.)**

**‘E’-auction on April 29<sup>th</sup>, 2014**

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

**(Note: No Auto Time Extension)**

**At**

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

**Inspection on**

**Between 15<sup>th</sup> to 18<sup>th</sup> 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](mailto:info@ashvinauctioneers.com) , [ashvinauction@yahoo.co.in](mailto: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 eAuction SALE on 29<sup>th</sup> April, 2014

For and on behalf of

## APM Terminals India Private Limited

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

In terms of direction of Govt. of India (Under section 48 of the Customs Act 1962), APM Terminals India Pvt. Ltd. is organizing an online Auction of Unclaimed/ Un cleared Import Cargo through Ashvin & Co.

<b>Online Auction</b>	<b>29<sup>th</sup> April 2014, 11.00 am</b> onwards on <a href="http://www.ashvinauctioneers.com">www.ashvinauctioneers.com</a> <i>Refer to page 11 &amp; 13</i>
<b>Inspection of Materials</b>	15 <sup>th</sup> to 18 <sup>th</sup> April, 2014, Timing : -11:00am to 12:00pm, 2:00 pm to 3:00 pm & 4:00pm to 5:00pm
<b>Venue for Inspection</b>	APM Terminals India Pvt. Ltd., Plot No. 100, Block 5, Sector 2, Dronagiri Warehousing Complex, Navi Mumbai 400 707 <b>AND</b> CFS Annex, Plot No 518, Sector 6, Dronagiri, Taluka Uran, District Raigad, Navi Mumbai 400 707
<b>Last Date for Submission of Sealed tenders</b>	<b>Till 28<sup>th</sup> April, 2014 up to 5.00 PM Tender Box kept ONLY at CFS Main Office at above address</b>
<b>Opening of Sealed Tenders</b>	<b>29<sup>th</sup> April, 2014 at 15.00 Hrs (after closure of Online Auction)</b>
<b>Caution Money Deposit for OnLine Auction (Refundable)</b>	<b>Rs. 1,00,000/- (Rupees One Lakh Only) for Section 1 &amp; Rs. 5,00,000/- (Rupees Five Lakh Only) Section 2</b>
<b>Last Date and Time for Payment of Caution Money</b>	28 <sup>th</sup> April, 2014 upto 5.00 PM ONLY at the office of the auctioneer Ashvin & Co, address mentioned hereinabove
<b>Contact Details:</b> Ashvin & Co. Shri. Ashvin M. Shah, Tel: 022 26107515 Mr. Julian A. Shah, M: 9820739509 Email: info@ashvinauctioneers.com, ashvinauction@yahoo.co.in	<b>Mr. Ashish Sharma – Mobile: 9870373552</b> 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: <a href="mailto:jhtcfsauction@apmterminals.com">jhtcfsauction@apmterminals.com</a>
<b>All payments to be drawn in the favor of APM TERMINALS INDIA PVT. LTD.</b>	
<b>ALL LOTS ARE OFFERED ON TENDER CUM eAUCTION SALE BASIS</b>	
<b>Special Instructions</b>	
<b>C Form will not be accepted</b>	
	LOT NO. IA-59 & IA-61
1	All scrap/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/wastepaper containers is subject to Post Shipment Inspection Certificate. The charges for the same shall be borne by the successful bidder.
3	Bids from only those bidders with MPCB / CPCB license will be accepted
4	Participants shall have valid Actual User License.
5	Bidder shall arrange to obtain Chartered Engineer Certificate wherever required as a statutory compliance part. (For Lots IA-32,34,35)
6	For Lot No. IA-36, 43, IA-45, IA-46 and IA-48) the Chartered Engineer Certificate Charges will be collected from the successful bidder.
7	If required Bidder shall arrange to do Geo Chem Test wherever and whenever required.
8	For Lot No. IA-61, 62, IA-64 & IA-73 PMI Test Charges will be borne by successful bidders.
9	For Lot No. IA-63 Extra Charges spent for WLRO Noc to be borne by successful bidder
10	For Lot No. IA-65 , Extra Charges spent for GEO Chem to be borne by successful bidder
11	For Lot No. IA-66, 69, & 70 Extra charges for PQ & FSSAI to be borne by successful bidder.
<b>Note</b>	<b>Any Timely Compliance requested by Customs shall be arranged and charges for the same shall be Borne by Successful Bidders.</b>

## **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, is the Department of Customs through their officers AND/OR the Custodian, **APM Terminals India Private Limited.**
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 cannot 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 Acceptance Form** given in Annexure II. He is also expected to record his address, Telephone Numbers, Fax No., E-Mail 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 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) along with REGISTRATION & ACCEPTANCE FORM 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 **ACCEPTANCE Form** (Attached with catalogue) Ashvin & Co. will provide auction room key to the Registered bidders e-mail id (Follow Steps for Actual Bidding Procedure), which is to be used for ACTUAL Online Auction.  
**Bidders SHOULD NOT disclose their User ID and Password to anyone and safeguard its secrecy. It is not possible to change the User ID 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.

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

11. The Caution Money Deposit (CMD) paid at the start of the 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 on the Fourth working day after the close of the auction, excluding the day of the auction.
12. 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 **THE FULL CMD AMOUNT** deposited 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**

13. The highest bid will be taken **ONLY** on Subject to Confirmation (STC) basis. After the closure of the auction and opening of the tender, the lots which are **Provisionally Accepted** by the Management of APM Terminals India Pvt. Ltd. on STC basis will be uploaded on the website and intimated to the successful/ highest bidder by Ashvin & Co. upto **5.00 pm on or before 6<sup>th</sup> May, 2014.**
14. On closure of the auction, Tenders received will be opened and the auction bids and Tender Offers will be compared. On comparison if the highest bid happens to be an auction bid the intimation of Provisional Acceptance to the auction bidder will be sent ONLY through Emails recorded in the Registration Form and NOT by Courier/Post. However in case the highest bidder is a Tender offer Provisional Acceptance to the Tender offerer will be sent by Courier at the address recorded in the Tender form.
15. 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 7<sup>th</sup> May, 2014.**
16. 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 **APM TERMINALS INDIA PVT. LTD.** payable at Mumbai. **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 nonpayment 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**

17. All such lots which have been provisionally accepted on STC Basis will be given a **Final Confirmation** or rejection within **30 working days** (Excluding the date of the auction). The Final Confirmation will be intimated **ONLY** to the successful/ highest bidder by Ashvin & Co. For metal scrap lots the final intimation of paying the balance bid amount along with the other charges shall be given only after completing the entire customs formalities. This is in light of adjudication process by customs for metal scrap lots. 20% EMD of metal scrap lots shall not be refunded on any account till the time final intimation of acceptance or rejection is communicated
18. 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 nonpayment AND the EMD will be forfeited if the highest/ successful bidder fails to make the balance payment before the due date. Please note if the highest/ successful bid happens to be an auction bid the intimation of Final Confirmation to the auction  
bidder will be sent ONLY through Emails recorded in the Registration Form and NOT by Courier/ Post. However in case the highest bidder is a Tender offer intimation of Final Confirmation to the Tender offerer will be sent by Courier at the address recorded in the Tender form.
19. 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 in case of auction lots and Confirmation Letter in case of Tender Lots will be considered as date of intimation. 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.

20. 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 **APM TERMINALS INDIA PVT. LTD.** payable at Nhava Sheva.
21. 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. APM Terminals India Pvt. Ltd.
22. 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 **FULL CMD/ EMD AMOUNT** deposited will be forfeited. Auction Sale Invoice will be issued by APM Terminals India Pvt. Ltd. only on production of copy the **Final Confirmation** letter issued by Ashvin & Co.
23. If the bidder fails to make payment and/or take delivery of the material, 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.

#### **TAXES and OTHER INCIDENTAL EXPENSES:**

24. 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
25. 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 HMS/ Metal Scrap 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.
26. The Bidder shall also have to pay **Cargo Handling Charges @ Rs. 90.00 (Rupees Ninety) Per MT plus Service Tax** before taking delivery for loading of Materials / Cargo.
27. 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. For Reefer Containers, additional plug-in charges of Rs. 2,000/ per container per day will be levied after free period.
28. 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.
29. 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.
30. 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.** These charges are in addition to the Container Handling Charges as recorded hereinabove.

#### **INSPECTION**

31. 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**

32. 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.
33. 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.

34. 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**

35. 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.
36. 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.
37. 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.
38. Delivery will be given only during the office hours on working days of APM Terminals India Pvt. Ltd.
39. 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.
40. 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).
41. 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.
42. 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.
43. 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.
44. 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.
45. 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
46. 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.
47. 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.

48. 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.
49. 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**

50. 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**

51. Employees of APM Terminals India Pvt. Ltd./ Ashvin & Co. are barred from participating in the Online sale.
52. Lot will be put for auction as per convenience of management and it is not obligatory to go serially.
53. 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.
54. 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.
55. 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.
56. 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**

57. 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.
58. 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**

59. 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.
60. 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.

61. 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. 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**

62. **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.**
63. The Tender Box will be kept at the **APM Terminals India Pvt. Ltd., 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 20%** of the bid value (excluding taxes & duties). The last date for submission of Tender will be **April 28<sup>th</sup>, 2014 upto 5.00 pm.**
64. Sealed Tenders will be opened on the **29<sup>th</sup> April, 2014 at 1500 Hrs** (after closure of OnLine Auction) in the presence of Representative of Customs, APM Terminals India Pvt. Ltd. and Ashvin & Co. officials. The tender bidder can also remain present or can send his authorized representative.
65. 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 20<sup>th</sup> 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.
66. 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 **30<sup>th</sup> 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.

#### **DEMO AUCTION**

67. To familiarize with the bidding process, a DEMO auction/ MOCK Auction will be activated on the site on **26<sup>th</sup> April, 2014 on request by visiting our office.** Only bidders those who have paid the CMD will be eligible to participate.
68. Telephonic support will be available during the mock auction ONLY from the office of the Auctioneers Ashvin & Co.



## **STEPS FOR ACTUAL BIDDING PROCEDURE**

- 1. Go to [www.ashvinauctioneers.com](http://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 eauction 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. This option will provide enough flexibility.**

# Annexure I: 28<sup>th</sup> April, 2014

## OFFER BY TENDER

**OFFER For Lot No :** \_\_\_\_\_

(Use separate sheet for separate lots)

**NAME OF THE TENDERER:**

**ADDRESS:**

**TELEPHONE NUMBER/S:**

<b>OFFERED PRICE (Rs.)</b>	<b>EMD (20% OF THE AMOUNT) (Rs.)</b>	<b>D.D. NO. &amp; DATE</b>	<b>BANK DRAWN</b>
Rs: _____			
<b><u>(Please Note your Offer has to be ABOVE the BASE PRICE printed in the Catalogue)</u></b>			

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: 29<sup>th</sup> April, 2014

Format of **Acceptance Form PRINTED on COMPANY LETTERHEAD** 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) \_\_\_\_\_

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.

**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: 1:30PM**

**(NO AUTO TIME EXTENSION)**

**CMD: Rs. 1, 00,000/-**

<b>Lot No.</b>	<b>Container No.</b>	<b>Size</b>	<b>Commodity</b>	<b>Approx Wt (KGS)</b>	<b>Location</b>	<b>Base Price in INR</b>
IA-32	MSKU2914356	20	MACHINE FOR MANUFACTURE OF GLASSWARE	4,904	CFS ANNEX	NO BASE PRICE
IA-36	PONU0891457	20'	AUTO PARTS (TRANSAXLE - ASM)	3,115	CFS ANNEX	NO BASE PRICE
IA-43	APMU8073969	40	SECOND HAND TOWER CRANE J 145 MODEL	78,558	CFS ANNEX	NO BASE PRICE
	GLDU0663684	40			CFS ANNEX	
	MSKU0687510	40			CFS ANNEX	
	MSKU1912636	40			CFS ANNEX	
	MSKU8054396	40			CFS ANNEX	
	UESU4608419	40			CFS ANNEX	
	MSKU0358514	40			CFS ANNEX	
	MSKU1400054	40			CFS ANNEX	
	PONU7958974	40			CFS ANNEX	
IA-46	MSKU9686411	40'	USED MACHINES	18,140	CFS MAIN	NO BASE PRICE
IA-50	ESPU4003352	40	MARINE AIR CONDITIONING PLANTS	4,310	CFS ANNEX	NO BASE PRICE
	AAAU4001341	40		4,220	CFS ANNEX	
	ESPU4006562	40		4,060	CFS ANNEX	
	RWAU2524794	20		2,690	CFS ANNEX	
IA-51	WHLU2894487	20	LCL CARGO - SPARE PARTS FOR EXTRUSION MACHINE	109	CFS MAIN	NO BASE PRICE
IA-55	LLTU2057718	20	PLASTIC INJECTION MOULD PARTS	2,040	CFS ANNEX	NO BASE PRICE
IA-56	CLHU4724897	40	PLASTIC INJECTION MOULD PARTS	1,460	CFS ANNEX	NO BASE PRICE
IA-58	OCLU1332127	40	MARINE DUTY VENTILATION FANS	2,651	CFS ANNEX	NO BASE PRICE
IA-59	PONU7348863	40	WOOD PULP	91,330	CFS ANNEX	NO BASE PRICE
	PONU7780959	40			CFS ANNEX	
	INKU2385243	40			CFS ANNEX	
	MSKU9662831	40			CFS ANNEX	
	CLHU8337290	40			CFS ANNEX	

	MSKU8742830	40			CFS ANNEX	
	MSKU9388438	40			CFS ANNEX	
	PONU7268710	40			CFS ANNEX	
	PONU7562535	40			CFS ANNEX	
	TGHU7973815	40			CFS ANNEX	
IA-64	MAEU8376856	40	CARBON STEEL SEAMLESS TUBE	18,520	CFS ANNEX	NO BASE PRICE
IA-66	ESPU2050735	20	DEHYDRATED CABBAGE & CARROT	12,420	CFS ANNEX	NO BASE PRICE
AC-01	MSKU1816360	40	RAW MATERIAL FOR THE MANUFACTURE OF SUZLON BLADES	8,800	CFS ANNEX	NO BASE PRICE
	PONU7779990	40			CFS ANNEX	
AC-02	MSKU0488565	40	RAW MATERIAL FOR THE MANUFACTURE OF SUZLON BLADES	8,400	CFS ANNEX	NO BASE PRICE
	PONU7972015	40			CFS ANNEX	
AC-03	MSKU0418470	40	RAW MATERIAL FOR THE MANUFACTURE OF SUZLON BLADES	4,200	CFS ANNEX	NO BASE PRICE
AC-04	MSKU0562045	40	RAW MATERIAL FOR THE MANUFACTURE OF SUZLON BLADES	12,400	CFS ANNEX	NO BASE PRICE
	MSKU8591862	40			CFS ANNEX	
	MSKU9331880	40			CFS ANNEX	
AC-18	PONU1711971	40	INT/EXT PAINT OF DIFFERENT LOTS & SHADES	19,300	CFS ANNEX	NO BASE PRICE
AC-19	UXXU4307821	40	INT/EXT PAINT OF DIFFERENT LOTS & SHADES	37,320	CFS ANNEX	NO BASE PRICE
	UXXU4309059	40			CFS ANNEX	
AC-20	MRKU0447501	40	INT/EXT PAINT OF DIFFERENT LOTS & SHADES	39,060	CFS ANNEX	NO BASE PRICE
	PONU1296905	40			CFS ANNEX	
AC-21	PONU7183043	40	PVC COTTON COATED (REXIN)	36,120	CFS MAIN	NO BASE PRICE
	MSKU9945528	40			CFS ANNEX	
AC-22	MSKU0930661	40	REJECTED FIBRE CLOTH	63,660	CFS ANNEX	NO BASE PRICE
	MSKU8549944	40			CFS ANNEX	
	MSKU9679623	40			CFS ANNEX	
AC-23	TGHU2385249	20	KITCHEN EQUIPMENTS & EQUIPMENTS FOR HOTEL RESORT	3,770	CFS ANNEX	NO BASE PRICE
AC-44	PONU0769768	20	FORMATE	23,600	CFS ANNEX	Rs. 5,84,000/-

### **SPECIAL INSTRUCTIONS**

**C Form will not be accepted**

- 1) All scrap/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/wastepaper containers is subject to Post Shipment Inspection Certificate. The charges for the same shall be borne by the successful bidder.
- 3) Participants shall have valid Actual User License.
- 4) Bids from only those bidders with valid MPCB/ CPCB License will be accepted
- 5) Bidder shall arrange to obtain Chartered Engineer Certificate wherever required as a statutory compliance part.

- 6) For Lot No. IA-32, IA-36, IA-43, IA-46, AC-06, AC-07, AC-08 & AC-09 the Chartered Engineer Certificate Charges will be collected from the successful bidder.
- 7) If required Bidder shall arrange to do Geo Chem Test wherever and whenever required.
- 8) For Lot no. AC-45, IA-62, IA-64 & IA-73 PMI test charges will be borne by successful bidders.
- 9) For Lot No. IA-66 Extra Charges spent for PQ & FSSAI to be borne by successful bidder.
- 10) For Lot No. AC-21 & AC-22 Extra Charges spent for Textile Committee to be borne by successful bidder.
- 11) For AC-43 The charges for PQ, FSSAI and Fumigation to be borne by successful bidder.

**Note: Any Timely Compliance requested by Customs shall be arranged and charges for the same shall be Borne by Successful Bidders.**

**SEC 2: Starting Time: 11:00 AM & Closing Time: 2:00PM**  
**(NO AUTO TIME EXTENSION)**  
**CMD: Rs. 5, 00,000/-**

Lot No.	Container No.	Size	Commodity	Approx Wt (KGS)	Location	Base Price in INR
AC-06	MAEU4047256	40	DRILLING EQUIPMENT	1,28,961	CFS MAIN	Rs. 50,63,96,047/-
	MSKU6318571	40				
	MAEU3400142	40				
	MAEU3406536	40				
	MAEU3425599	40				
	MAEU3469236	40				
AC-07	MAEU3450499	40	MAIN ENGINES AND DIESEL ELECTRICAL SYSTEM	1,53,350	CFS MAIN	Rs. 43,74,00,000/-
	POCU6301430	40				
	TCLU6013370	40				
	TCLU6017755	40				
	MAEU3418157	40				
AC-08	CRTU7606941	40	MAIN ENGINES AND DIESEL ELECTRICAL SYSTEM	1,39,830	CFS MAIN	Rs. 37,40,00,000/-
	TCLU6017138	40				
	TCLU6786981	40				
	FAAU8020263	40				
	MSKU7997287	20				
	MSKU3596054	20				
AC-09	MAEU4678945	20	DRILLING EQUIPMENT	4,729	CFS MAIN	Rs. 1,42,00,000/-
AC-10	TRLU6026761	40	MAIN ENGINES AND DIESEL ELECTRICAL SYSTEM	17,550	CFS MAIN	Rs. 8,00,00,000/-
AC-11	MAEU3404600	40	WARTSILA DIESEL ENGINE	66,361	CFS MAIN	Rs. 20,72,00,000/-
	MAEU3449760	40				
	MSKU5262441	20				
AC-12	MAEU3409284	40	WARTSILA DIESEL ENGINE	66,220	CFS MAIN	Rs. 20,72,00,000/-
	MSKU3508372	20				
	MAEU3451746	40				
AC-13	MAEU4067838	40	BOW/TUNNEL THRUSTER UNIT	26,200	CFS MAIN	Rs. 2,00,00,000/-
AC-14	MAEU4051364	40	ROTARY TABLE	20,900	CFS MAIN	Rs. 3,33,00,000/-
AC-15	MSKU8853915	40	TT1850 TUNNELS	6,500	CFS MAIN	Rs. 90,00,000/-
AC-16	MAEU3448721	40	MAIN ENGINES AND DIESEL ELECTRICAL SYSTEM, STEERABLE THRUSTER SYSTEM,ELEC MOTORS	17,500	CFS MAIN	Rs. 4,60,00,000/-
AC-17	MAEU3480282	40	MAIN ENGINES AND DIESEL ELECTRICAL SYSTEM, STEERABLE THRUSTER SYSTEM,ELEC MOTORS	17,100	CFS MAIN	Rs. 5,00,00,000/-
AC-25	MSKU9832250	40	HOSE ASSEMBLY	12,120	CFS MAIN	Rs. 69,96,000/-

AC-27	MSKU6423068	40	VINYLTEX PLASTISOL OFF GRADE PVC COMPOUND	82,950	CFS ANNEX	Rs. 25,00,000/-
	MSKU6537672	40				
	PONU1490952	40				
	PONU1563302	40				
	PONU1928442	40				
AC-31	MSKU7849931	20	MARBLE SLABS	103,590	CFS MAIN	Rs. 50,00,000/-
	POCU0327870	20				
	TTNU1871165	20				
	MSKU2650274	20				
	PONU0258562	20				
AC-32	CAIU2424801	20	HONED POLISHED MARBLE SLABS	51,535	CFS ANNEX	Rs. 25,38,000/-
	MSKU2369210	20				
AC-36	TTNU5642510	40	FURNITURE	4,280	CFS ANNEX	Rs. 56,53,000/-
AC-37	HJSU9422260	40	FURNITURE	6,620	CFS ANNEX	Rs. 65,36,000/-
AC-38	IPXU2127592	20	DICYANDIAMIDE	61,315	CFS ANNEX	Rs. 67,99,000/-
	TCKU2180915	20				
	FCIU3129270	20				
AC-39	TTNU3969192	20	DICYANDIAMIDE	20,000	CFS ANNEX	Rs. 22,44,000/-
AC-40	BHCU3079390	20	DICYANDIAMIDE	20,000	CFS ANNEX	Rs. 22,44,000/-
AC-45	MAEU6725326	20	IRON AND STEEL BRIQUET	44,350	CFS ANNEX	Rs. 16,83,000/-
	UXXU2457036	20				

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