

## APM Terminals India Pvt. Ltd.

Plot No. 100, Block 5, Sector 2, Dronagiri Warehousing Complex, Navi Mumbai 400 707.



E-Tender cum Online-Auction Sale.

Online Auction Platform and Support Services Provided By:

### **A One Salasar Pvt Ltd**

104 Vasudev Chambers, Opp D Mart Mulund Link Road, Bhandup (W), Mumbai, Maharashtra, India - 400078

E Mail: [scs@salasarauction.com](mailto:scs@salasarauction.com) / Website: [www.salasarauction.com](http://www.salasarauction.com).

A One Salasar Pvt Ltd is an authorized e-commerce service provider for APM Terminals India Pvt. Ltd. to obtain rates online through its portal [www.salasarauction.com](http://www.salasarauction.com). The Sale & Purchase are made directly by Seller & Buyers (Bidder/s). This is only for the purpose of intimation. 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, A One Salasar Pvt Ltd is organizing Online E-Tender cum Online - Auction of Unclaimed / Uncleared Import Cargo subject to terms and conditions annexed hereto and as per schedule of programme given below.

### Schedule of Programme.

Inspection of Materials	09 <sup>th</sup> July till 13 <sup>th</sup> July 2018 Between 11:00 AM to 4:00 PM.
Venue of Inspection	APM Terminals India Pvt. Ltd. Plot No. 100, Block 5, Sector 2, Dronagiri Warehousing Complex, Navi Mumbai- 400707.
	CFS Annex, Plot No 5-18, Sector 6, Warehousing Complex, Taluka- Uran, District- Raigad, Navi Mumbai 400707.
E- Auction Date & Time	Monday, 16 <sup>th</sup> July 2018. From 12:00 PM to 03:00 PM. (for all the lots) E-Tender will be accepted up to 03:00 PM sharply.
Pre-Paid CMD (Refundable) for E-Tender cum E- Auction by DD/PO	Rs. 200, 000/- for E-Auction & E-Tender. By DD/PO Favoring "APM Terminals India Pvt. Ltd." Payable at Mumbai.
<b>Security Deposit Cum CMD/RTGS</b>	<b>CMD should be paid in favor of APM Terminals India Pvt Ltd &amp; Submit to A ONE SALASAR PVT LTD. (Can do RTGS IN SALASAR A/C)</b>
Auction Type	Fix Auction.
CMD collection / Auction registration closes	Till 05:00 PM on 14 <sup>th</sup> July 2018 at A One Salasar Pvt Ltd office.
Return of CMD of unsuccessful bidders from	18 <sup>th</sup> July 2018 to be collected from A One Salasar Pvt Ltd Office by hand. <b>DD Will not refunded through Courier/Post.</b>
Training on DEMO/ MOCK Online - Auction: Strictly by prior appointment after paying CMD.	
<u>To BID for LOT basis.</u> The rate of VAT/ GST/ Sales Tax or any other statutory levies surcharge etc. will be Applicable extra and payable by the Buyer as prevailing on the date of actual physical delivery of Materials.	
Bid and Delivery Details. All Payments to be done at A One Salasar Pvt Ltd Office. Bids will be accepted on STC basis. Full payment to be done after final payment statement received. Delivery will be within 5 (Five) Calendar Days from the date of Customs out-of charge. *Confirmation of the bid Acceptance is from APM Terminals India Pvt. Ltd. / Customs.	
<b>Contact Details -</b> APM Terminals India Pvt. Ltd. Mr. Avinash Kumar Mob: 9022623451. E Mail: <a href="mailto:jhtcfsauction@apmterminals.com">jhtcfsauction@apmterminals.com</a>	<b>A One Salasar Pvt Ltd.</b> Mob: - 9967361746/9320589231. Tel: 022-25660141. E mail: <a href="mailto:scs@salasarauction.com">scs@salasarauction.com</a>

# APM Terminals India Pvt. Ltd.

## 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: A One Salasar Pvt Ltd. (Hereinafter referred to as "AOSPL") Is an e-commerce service provider appointed by the seller to facilitate online - auction. A One Salasar Pvt Ltd will only facilitate online e-tender cum online - auction and are considered as third Party not particularly interested in the item/s being sold on behalf of seller.
- 3) A One Salasar Pvt Ltd runs its business on the basis of a robust website. However, A One Salasar Pvt Ltd is outsourcing server space from a third party hosting company and shall ensure the smooth running of the website. APM Terminals India Pvt. Ltd./ A One Salasar Pvt Ltd 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 APM Terminals India Pvt. Ltd. / A One Salasar Pvt Ltd end directly or indirectly affecting online method of bidding.
- 4) BIDDER: Any person representing as an individual OR as proprietor OR as a partner OR as an Authorized representative of any company and who is paying the caution money deposit of Rs. 200,000/- (TWO LAKHS ONLY) and registered with A One Salasar Pvt Ltd is considered as a bidder. One individual Can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate caution money deposit.

Bidder must read the terms and conditions of the auction sale very carefully and then only place his signature on the Acceptance Form. 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.

- 5) All the consignments will be sold on LOT BASIS. Lots listed under the Special Instructions 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 condition is. 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 A One Salasar Pvt Ltd. At the office address mentioned hereinabove. The prospective bidder shall have to deposit Caution Money Deposit (CMD)/EMD/ Security Deposit 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. For details contact on 022- 25660141 / 9967361746. It has to be submitted at "M/S. A One Salasar Pvt Ltd" office.
- 9) Bidder/ Seller may note that any payments by DD/PO or any other means towards CMD/ Security Deposit or other purposes received by A One Salasar Pvt Ltd on behalf of Bidder/ Seller shall be handled in good faith and intention. However, A One Salasar Pvt Ltd shall not be responsible for the loss of the DD/ PO from its custody due to reasons beyond its control such as fire, theft, burglary, loss in transit, accident, war, riots, civil commotion, any terrorist activity, any natural calamity, adverse weather, climatic conditions etc.  
  
Prospective Bidders may please note that failure to submit the Membership Registration form duly filled and signed along with the prescribed documents will lead to non-activation of the User ID even if the prescribed CMD/ Security deposit (SD) has been remitted.
- 10) On payment of CMD/ DD along with duly filled and signed Auction Registration Form on Bidder's Company letter head, APM Terminals India Pvt. Ltd. / A One Salasar Pvt Ltd will activate the User- ID to enter into Auction Room on our website [www.salasarauction.com](http://www.salasarauction.com).
- 11) All the bidders participating in online auction should mention their valid VAT/TIN/ GST Registration Number (if available) in Auction Registration Form. All bidders registering with A One Salasar Pvt Ltd for online bidding should submit duly filled and signed KYC form (Know Your Customer), along with a self attested copy of VAT/ TIN / GST Registration certificate, PAN Card, Address Proof and 2 Passport size photographs. The KYC form is available on A One Salasar Pvt Ltd's website [www.salasarauction.com](http://www.salasarauction.com) and can be downloaded by clicking on "Register" link.
- 12) On receipt of CMD along with the ACCEPTANCE Form (Attached with catalogue)
- 13) Bidders SHOULD NOT disclose their PASSWORD to anyone and safeguard its secrecy. Bidders are advised to change the Password. Refer the "Steps of Actual Bidding Procedure.
- 14) 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.
- 15) 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 " and "NO COMPLAINT BASIS." The Seller does not undertake any responsibility to procure any permission/license etc. in respect of the Cargo offered for sale.
- 16) CMD/ EMD amount will not carry interest.  
A One Salasar Pvt Ltd/seller reserves the right to accept CMD on the day of auction.
- 17) The highest bidder does not get any right to demand acceptance of his offer. Seller reserves the right to accept/ reject/ cancel any bid, withdraw any Lot at any stage from Auction even after acceptance of bid/ issue of delivery order or release order. Seller shall not be responsible for any damages/ loss whatsoever to the successful bidder on account of such withdrawal.

- 18) In the event of failure on the part of the successful bidder to fulfill his contractual obligations Seller/ A One Salasar Pvt Ltd reserves the right to debar such bidder from participating in any future auction conducted by A One Salasar Pvt Ltd on behalf of seller.
- 19) The bidders participating in E-Tender cum online- auction should have a valid VAT/ TIN/ GST registration Number & should have a valid e-mail ID.

### CMD PAYMENT, CMD REFUND & CMD FORFEITURE.

- 20) 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.
- 21) 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 with us, whichever Section and whichever auction (E-Auction or E-Tender) it may be, will be forfeited. Bidders are expected to make the EMD payment for all the lots, if they are the highest/ successful bidder.
- 22) In the event of any dispute with regard to non-lifting/non-availability of inspected materials etc. and forfeiture of 'EMD', A One Salasar Pvt Ltd will not be held responsible for the loss/ forfeiture and purchaser shall keep A One Salasar Pvt Ltd fully indemnified and harmless against any claim and proceedings.
- 23) CMD amount can be adjusted only during delivery of the last lot, in case of multiple lots being offered.
- 24) APM Terminals India Pvt. Ltd. management reserves its right to accept or to reject any offer for any reason whatsoever or even without any reason.

### STC & EMD PAYMENTS.

- 25) Provisional online auction cum e-tender result will be displayed in the result section after the closer of online auction. The highest bid will only be provisionally accepted on Subject to Confirmation (STC) basis and so also the direct confirmation and the highest bidder does not get any right to demand acceptance of his offer.
- 26) On closure of the E-Auction / E-Tenders received the E-auction bids and E-Tender Offers will be compared. On comparison if the highest bid happens to be an E-Auction / E-Tender bid the intimation of Provisional Acceptance to the E-Auction / E-Tender bidder will be sent ONLY through Emails recorded in the Registration Form and NOT by Courier/Post.
- 27) 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).
- 28) 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.
- 29) Seller will retain the right to refuse acceptance of Demand Draft/ Pay Order issued by any bank, if the Seller has reason to believe that realization against the DD/ PO is doubtful.
- 30) Whenever the bids are accepted on STC basis, the highest bidder will have to adjust Caution Money Deposit (CMD) or full payment in case of direct confirmation.

## LOT CONFIRMATION & PAYMENT OF BALANCE MONEY.

- 31) 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 A One Salasar Pvt Ltd. 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.
- 32) 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 e-auction bid the intimation of Final Confirmation to the e-auction bidder will be sent ONLY through Emails recorded in the Registration Form and NOT by Courier/ Post.
- 33) After intimation of the Final Confirmation the successful bidder has to deposit the Balance money within Seven (07) working days from the date of final payment statement. Date of Sending of Email in case of e-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.
- 34) 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.
- 35) 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.
- 36) 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 A One Salasar Pvt Ltd.
- 37) 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.
- 38) If bid value is less than One Lac, then the total bid amount will be absorbed from the CMD and the balance amount will be refunded to those who are clearing the respective lots.

## TAXES & OTHER INCIDENTAL EXPENSES:

- 39) 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.
- 40) The successful Bidder shall also have to pay Container Handling Charges @ Rs. 10,000/ (plus GST) 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 GST in case of 20 feet containers AND Rs. 16,000/ plus GST in case of 40 feet containers will be charged as Container Destuffing charges which will be paid directly to Vendor.

- 41) The Bidder shall also have to pay Cargo Handling Charges @ Rs. 120.00 (Rupees One hundred Twenty) Per MT plus GST before taking delivery for loading of Materials / Cargo.
- 42) If the delivery is not taken within 5 (Five) 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.
- 43) 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.
- 44) 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.
- 45) In addition, the Buyer shall also have to pay Container Handling Charges, Loading Charges and other charges applicable as per APM CFS tariff plus GST, directly to the Principal before taking delivery for Imported Cargo.
- 46) For any dispute regarding Sale Tax/ VAT/ GST rate, buyers are requested to submit necessary supporting documents before the final confirmation from the Customs.

## INSPECTION

- 47) Goods are sold on AS IS WHERE IS BASIS WHATEVER IT IS and on NO COMPLAINT BASIS. APM Terminals India Pvt. Ltd/ A One Salasar Pvt Ltd 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

- 48) 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.
- 49) The items put up for sale are imported Un-cleared/ Un-claimed Cargo under the custody of the Seller. Any lot or part thereof may be withdrawn from sale at any time before it is physically delivered to bidder without assigning any reason for such withdrawal as per directives from APM Terminals.
- 50) In the event of any dispute with regard to non lifting / non availability of inspected materials etc. and forfeiture of CMD/ EMD, A One Salasar Pvt Ltd will not be held responsible for the loss / forfeiture.
- 51) Employees of APM Terminals India Pvt. Ltd., A One Salasar Pvt Ltd, and their relatives will be barred from participating in the online auction, unless specifically approved by the Managing Director of M/s. APM Terminals India Pvt. Ltd.
- 52) The Seller/ Bidder agrees to limit the liability of A One Salasar Pvt Ltd 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 A One Salasar Pvt Ltd to the Seller/ Bidder shall not exceed its total fee receivable from the Seller/Bidder. It is intended that this limitation applies to any and all liabilities or cause of action however alleged or arising, unless otherwise prohibited by law.

## DELIVERY

- 53) Delivery of Scrap: All type of scrap containers will be subject to 100% examination in the Presence of customs officers prior to the delivery of the goods to the bidders. Further, there will be No time limit for the final approval. In case of loss of time for adjudication and other Customs formalities, Principal will not be responsible and no EMD/Full payment will be given back to the Bidder due to delay in customs procedures. The successful bidders will have to pay Rs. 10,000/ plus GST as applicable per container towards Post Inspection Certification for HMS material These charges are in addition to the Container Handling Charges as recorded hereinabove.
- 54) Delivery of Lots that require any Certificates/ NOC from any statutory bodies/ Govt. Depts. like ADC, DYCC should be complied with.
- 55) On receipt of full Sale Value along with applicable VAT/ GST/ Sales Tax & other charges by the Seller the Seller shall issue final Sale/ Delivery/Release Order to the Buyer there by enabling him to lift the Materials within 5 (Five) Calendar Days.
- 56) If the successful bidder fails to take the delivery of the goods within 10 (Ten) days (i.e., free period of 05 (Five) Calendar Days and additional 05 (Five) days with Ground Rent inclusive of Sundays and Holidays) 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 of the buyer.
- 57) 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.
- 58) 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.
- 59) Delivery will be given only during the office hours on working days of APM Terminals India Pvt. Ltd.
- 60) The successful bidder shall produce the copy of the intimation of Final Confirmation of Bid issued by A One Salasar Pvt Ltd. and the receipt of Full and Final Payment along with GST issued by APM Terminals India Pvt. Ltd. for proper identification of the Bidder at the time of taking delivery of the material.
- 61) 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).
- 62) 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.
- 63) 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.
- 64) The ground rent charges payable by the Buyer to the Principal shall accrue from the date of expiry of the delivery period specified above until the Lot is completely removed and shall be recovered from the Buyer before the goods are allowed to be removed. Should the Buyer fail to take delivery within the stipulated time mentioned or to pay the wharf age or Ground 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 by the Principal without any prejudice to Principal's right to recover damages on account of such breach by the Buyer to whom the lot was originally sold.

- 65) In case, if APM Terminals India Pvt. Ltd., could not deliver the goods within the specified time due to unforeseen 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.
- 66) 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./ A One Salasar Pvt Ltd. for refund of the whole or any part of the purchase money or for loss or profit or interest or any other damages
- 67) 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.
- 68) APM Terminals India Pvt. Ltd./ A One Salasar Pvt Ltd. 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.
- 69) 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.
- 70) 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.

- 71) APM Terminals India Pvt. Ltd. Reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements during the auction in the auction room on the website and changes made in the catalogue including start price, bid increment/decrement, extension of time for lots where bids/no bids are received, and any other 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 APM Terminals India Pvt. Ltd. And it is binding on the bidder. Bidders are advised in their own interest not to leave the auction room till the entire auction is closed.

### GENERAL.

- 72) Employees of APM Terminals India Pvt. Ltd./ A One Salasar Pvt Ltd are barred from participating in the Online sale.
- 73) Lot will be put for auction as per convenience of management and it is not obligatory to go serially.
- 74) 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.
- 75) 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.
- 76) 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.

- 77) In the event of failure on the part of the successful bidder to fulfill his contractual obligations, APM Terminals India Pvt. Ltd./ A One Salasar Pvt Ltd reserves the right to debar such bidder from participating in any future tender/ auction on behalf of APM Terminals India Pvt. Ltd.
- 78) 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

- 79) 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.
- 80) 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.

- 81) APM Terminals India Pvt. Ltd / A One Salasar Pvt Ltd. 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.
- 82) APM Terminals India Pvt. Ltd./ A One Salasar Pvt Ltd will not be liable for any claim and bidder shall keep APM Terminals India Pvt. Ltd./ A One Salasar Pvt Ltd. fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
- 83) 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.
- 84) If any accident or damage to the property/ life etc. arises by reason of any act of negligence/ Omission/ default or non-compliance with any of the Terms & Conditions of statutory regulations Or rules and regulations applicable within the Principal's premises on the part of the Bidder/ his representative or employees, resulting in death or injury to any persons or damages to the property of the Principal or any third party, then in such an event the Bidder will have to pay compensation to such person including the employees of the Principal for such accident or injury/death or damage caused to their employees or to any of the Principal's employees or to others or to the Principal's property. The Bidder shall in such event, keep the Principal fully indemnified from any Demand, claims, or proceedings thereof.

## Special Note:

- 1) 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 will be barred from future bidding, if any.
- 2) In case of any technical problem of system, decision of cancellation of Auction & Re-auction will be taken as per direction of customs Authorities. Their decision will be binding on all.
- 3) The consignments put up for auction are subject to compliance of statutory requirements, wherever required. In cases of non-compliance of any of the statutory requirements the auction/bid in respect of that consignment shall automatically be cancelled.
- 4) In case of a tie between the Online Bid and Tendered both the bidders will be given an opportunity to submit their revised bids in sealed envelopes on the following working day. If there is no offer received from any bidders, then the tender offer will be consider as highest bid.  
  
APM Terminals India Pvt. Ltd. management reserves the right to accept or to reject any offer for any reason Whatsoever or even without any reason Customs decision will final in case of any dispute.
- 5) If two bidders bid same amount in tender, the first request received by the server will be the winning request.
- 6) The tender offer has to be above the base price offers below the base price will be rejected out Right.
- 7) Documents submitted should be self-attested, incomplete/invalid document submitted is liable to forfeiture of CMD, even after post auction. If the concerned authority rejects his document i.e. MOEF SPCB, Actual user license, Pan Card, Vat-Tin/ GST number etc. Bidder will be held sole responsible.
- 8) Previous auction DD will not be accepted it should have minimum validity of 60 days from the date of auction.

### NEFT Fund Transfer Details.

Title of Account: APM Terminals India Pvt. Ltd - CFS Division.

Bank Account Number: 019-165042-001.

IFSC Code: HSBC0400002.

Name & address of Bank: The Hongkong & Shanghai Bank Corporation Limited.  
52/60, Mahatma Gandhi Road, Mumbai - 400 001.