

## ASSOCIATED CONTAINER TERMINALS LIMITED

Inland Container Depot, Sector-59, Faridabad - 121 004

Tel: 0129 – 4259300/400 Fax: 0129 - 4259311

Web Site: [www.actlindia.com](http://www.actlindia.com)



Online Auction Platform and Support Services Provided By:

## ACCURATE AUCTIONEERS



Flat No.5 GEETA APARTMENTS BLOCK-17,

GEETA COLONY DELHI– 110031

Tel: 09990617080, 09868215515

E-mail: [rk\\_puri05@accurateauctioneers.in](mailto:rk_puri05@accurateauctioneers.in) Website: [www.accurateauctioneers.in](http://www.accurateauctioneers.in)

ACCURATE AUCTIONEERS is an authorized E- commerce service provider for **ASSOCIATED CONTAINER TERMINALS LIMITED** (Seller) to obtain rates online through its portal [www.accurateauctioneers.in](http://www.accurateauctioneers.in) the sale and purchase are directly made by the Seller and buyer/s (Bidder/s).

**ASSOCIATED CONTAINER TERMINALS LIMITED** will sell **FABRIC: POLYESTER LINING CLOTH, MINERAL BASED FALSE CEILING TILES, SILICON METAL, PUF/PVC SHEET, Hyd. swing arm cutting press, Eva sleepers-CLOGs, Sports shoe kit etc.** available at ICD, Sector – 59, Faridabad through Online Auction subject to terms and conditions annexed hereto and as per schedule of programme given below.

## SCHEDULE OF PROGRAMME

Ref No: 02/ACTL/2015-16

Inspection of Materials	<b>From 16<sup>th</sup> &amp; 17<sup>th</sup> January- 2017</b>
Date & Timings	<b>Time – 11:00 AM to 05:00 PM</b>
Venue of Inspection	<b>Inland Container Depot, Sector-59, Faridabad – 121 004</b>
Caution Money Deposit	Rs. 2,00,000/- (Rupees two Lac Only) for all lots. Or as mentioned in page 3 & 4. CMD DD Favoring <b>ASSOCIATED CONTAINER TERMINALS LIMITED</b> payable at <b>DELHI</b>
Last Date to Receive CMD	19-01-2017 before 12.00 PM
Online Auction Date & Time	<b>19.01.2017</b> <b>From Lot No. 1 to 10 – 2:30 PM to 3:30 PM</b> <b>From Lot No. 11 to 16.- 3:30 to 4:30PM</b>

Online Auction Result	The Result of the auction will be displayed on website <a href="http://www.accurateauctioneers.in">www.accurateauctioneers.in</a> on 23.01.2017

**NOTE**

- **DETAILS OF LOT OF CONTAINER / CARGO PUT UP FOR SALE, SECURITY DEPOSIT AND TIME SLOT WILL BE AVAILABLE ON [www.accuratauctioneers.in](http://www.accuratauctioneers.in)**

**For further details contact**

<p>Contact Official/s at <b>ASSOCIATED CONTAINER TERMINALS LIMITED</b></p> <p>1.Name: Mr. Jitender Khanna – Manager</p> <p>2. Name: Mr. S.K. Sharma – Manager</p> <p><b>Full Address :</b> Associated Container Terminals Ltd. Inland Container depot, Sector 59, Faridabad -121004</p> <p>Phone Number : 0129-4259300/400</p> <p>Mobile Number : 09811470209</p> <p>E-Mail ID : admin@actlindia.com</p>	<p>Contact official/s at ACCURATE AUCTIONEERS - New Delhi</p> <p><b>Helpdesk:-</b></p> <ol style="list-style-type: none"> <li>1. Mr. R.K PURI : 09868215515, 09990617080</li> <li>2. Mr. RAHUL PURI : 08860579420</li> <li>3. Mr. SAHIL MAKKAR : 9968117098</li> </ol>
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**MATERIAL FOR E-AUCTION**

Lot No.	Container No.	Size	Commodity	Quantity	EMD FOR LOT 1-10 OR ANY LOT IN BETWEEN
1	FSCU4661029	40'	Polyester Lining Fabric	700000 Mtr.	1,00,000/-
2	BHCU3184630	20'	False Ceiling Tiles	11880 Pcs	
3	DFSU2062200	20'	False Ceiling Tiles	11740 Pcs	
4	FCIU4021362	20'	False Ceiling Tiles	11900 Pcs	
5	FCIU4238297	20'	False Ceiling Tiles	11760 Pcs	
6	GESU3833469	20'	False Ceiling Tiles	11900 Pcs	
7	CLHU9052080/WH	N/A	Puf / PVC Sheet	150 Rolls	
8	CLHU9117812/WH	N/A	Puf / PVC Sheet	156 Rolls	
9	CLHU9044167/WH	N/A	Puf / PVC Sheet	156 Rolls	
10	ESPU8007947/WH	N/A	Puf / PVC Sheet.	127 Rolls	

Lot No.	Container No.	Size	Commodity	Quantity	CMD FOR LOT 11-16 OR ANY LOT IN BETWEEN
11	IMTU1095521	40	Hydraulic swing arm cutting press, model CF - 405 C, Make Chen Fang, Taiwan = 3 Nos. and steaming and heatinf chamber with conveyor systems = 5 Nos	8600 Kgs	
	EMCU1396275	40			
12	TRLU6462554	40	Eva sleepers 'CLOGS' baby sizes 9 to 13 & 1, Branded 'DISNEY'	1050 Pkg	
13	APHU6967709	40	Eva sleepers 'CLOGS' and sandles baby sizes 9 to13 & 1, Branded 'DISNEY'	1394 Pkg	

14	TGHU4224454	40	Eva sleepers 'CLOGS' and sandles baby sizes 2 to 5, Branded 'DISNEY'	841 Pkg	1,00,000	
	APZU3543720	20				
15	APZU4331670	40		Sport shoe kit : PVC upper, Out -sole, Mid - sole, In - sole & laces for gents adult shoe, Branded 'PACE'		666 Pkg
	APZU4466059	40				
16	GESU5617495	40		Eva sleepers 'CLOGS' Kids sizes 3 to 8, Branded 'DISNEY'		600 Pkg

**A TOTAL AMOUNT OF RS 2,00,000/- CAN BE PAID FOR ALL LOTS.**

**All currency mentioned is in Rupees.**

### **ONLINE AUCTION**

#### **ASSOCIATED CONTAINER TERMINALS LIMITED**

Ref No: 04/ACTL/ACCURATE 2016-2017

Associated Container Terminals Limited shall be auctioning unclaimed / uncleared imported cargo landed at Inland Container Depot, at Sector-59, Faridabad through Online Auction (E-Auction) as per following terms and conditions. ACCURATE AUCTIONEERS is organizing Internet Auction on behalf of **M/s Associated Container Terminals Limited.**

#### **GENERAL TERMS & CONDITIONS OF SALE**

The sale of cargo shall be done by on line auction.

##### **1.1 DEFINITIONS**

**SELLER** – Seller referred in these conditions of sale, is the Custodian, Associated Container Terminals Limited, Inland Container Depot, Sector-59, Faridabad – 121 004 (hereinafter referred to as ACTL)

**AUCTIONEER** – M/s. ACCURATE AUCTIONEERS. having its Registered Office at Flat no. 5 Geeta Apartments Block-17 Geeta Colony Delhi-110031 and is an agency appointed as an auctioneer to facilitate auction on e-auction/ Internet by the Custodian on their website [www accuratauctioneers.in](http://www accuratauctioneers.in) They are expected to facilitate organizing and conducting an auction and are considered as third party not particularly interested in the items being sold for and on behalf of Associated Container Terminals Limited.

**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 Registering himself on the website [www accuratauctioneers.in](http://www accuratauctioneers.in) and paying the stipulated

amount of Earnest Money/Caution Money to decide/ set their bidding Limits is considered as a Registered Bidder. One individual can represent as a bidder on his own behalf and on behalf of other persons/ companies provided he registers himself in those capacities separately i.e. for each representation he should pay separate stipulated Earnest money and set the Bidding Limits. But he can't register separately for himself & company at the same time.

## 1.2 **PARTICIPATION**

- i) Only REGISTERED Bidders are allowed to participate in the on-line auctions. To become REGISTERED Bidder one needs to register with the auctioneer [www.accurateauctioneers.in](http://www.accurateauctioneers.in) either on-line **OR** at the registered office of the Auctioneers as mentioned herein above.
- ii) Registered Bidders will be required to MAIL a duly signed copy of the Form "**Acceptance to Participate Form**" given in Annexure –1 to the office of the Auctioneer thereby giving their consent to terms and conditions of the Online Auction Sale. **The Auctioneer will activate bidders ONLY on receipt of the signed Registration Form.**
- iii) **Please enter a valid e-mail ID** in the Registration Form. All e-mail communications will be forwarded to the e-mail ID entered in the Registration Form.
- iv) **Time Extension:** If any market-leading bid (bid higher than the highest at the point in time) is received within the last 2 minutes ("Time Extension" as mentioned in the Bidding Room will be in force & 3 Minutes is an example) of closing time, the time will be extended automatically by 3 minutes.

- v) **Auto Bid:** a. Auto Bid facility is provided for bidders intending to place a maximum value for a lot/lots.

b. Auto bid is not a confirmed bid. It is only the maximum ceiling amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is out bided, up to the ceiling set by him.

c. Once auto bid is set, the auction engine will consider the ceiling amount for the next possible Bid only, depending on the highest bid prevailing at that point of time and the increment amount prescribed for that particular lot.

d. Bidders may please note that in the event of a manual bid amount matching that of auto bid, the manual bid will prevail and be considered

## 1.3 **CAUTION MONEY DEPOSIT (CMD):**

- i. To participate in an Online-Auction, Registered Bidders have to deposit a Caution Money Deposit (CMD) of Rs. 2,00,000/- (Rupees two Lac Only) for all lots OR as mentioned in page 3 & 4 which has to be paid for participating in the lots by 19.01.2017 by 12.00 PM.
- ii. Un-Successful bidders can collect their CMD DD on next day of e-auction from ACCURATE AUCTIONEERS'S Office (if submitted in ACCURATE AUCTIONEERS Office).

## 1.4 **MODES OF PAYMENT OF CAUTION MONEY DEPOSIT (CMD)**

- i) The Caution Money Deposit can be deposited By **DD OR Pay Order** to be submitted by 12.00 PM on 19.01.2017 - drawn in favor of "**Associated Container Terminals Limited**" payable at **New Delhi** at Associated Container Terminals Ltd., ICD, Sector 59, Faridabad – 121 004 or its Head Office at 26 M Block Market, Greater Kailash-II, New Delhi – 110 048 or at Accurate Auctioneers's office.
- ii) On Payment of CMD along with the submission of "Acceptance to Participate Form" (Attached with catalogue) the User – Identity and Passwords of the Registered Bidders will be **ACTIVATED** to participate in the Online Auction method of Bidding.

- iii) The full amount of CMD will be forfeited without any further notice, if the highest bidder fails to deposit the balance Earnest Money Deposit (EMD) against any lot (irrespective of the number of lots for which he is the highest bidder) within the specified period after display of results on the website. **CMD is also liable to be forfeited in case of wrong bids.**
- iv) For the benefit of bidders for on line auction, Demo will be available on the site from 12.00 P.M. To 2.00 P.M. on 19.01.2017.
- v) Announcements during the auction including announcement of 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 Associated Container Terminals Limited and it is binding on the bidder.

## 2.0 CONDITIONS OF SALE

- i) Goods are being sold in lots on '**AS IS WHERE IS BASIS**' and "**NO COMPLAINT BASIS**"
- ii) The highest bidder will be normally offered the goods subject to approval of auction committee. However auction committee reserves the right to accept or reject any offer for any reason whatsoever or even without any reason. In the event of any dispute at last or highest bid, the same shall be resolved by Associated Container Terminals Limited and if need be the particular lot/lots in question may be re-auctioned.
- iii) Bidders will not be allowed to admit any other person or assign, or sublet in any manner, the interest in the contract, after getting the offer.
- iv) The lot or lots shall be removed in full from the site with whatever faults and flaws in description or otherwise and no selection or sorting of the material will be allowed. Quantities, Quality, sizes, measurements, numbers and weights wherever stated are approximate.
- v) ACTL 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 particular purpose.
- vi) Goods are sold on the assumption that the bidder has inspected the lots prior to bidding and know what he is bidding for. No complaint shall be entertained after the lot is allotted to him.
- vii) Goods may be sold singly or by clubbing them in lots as suitable, convenient and advantageous in the opinion of Associated Container Terminals Limited. Lot will be put up for online auction as per convenience of management of Associated Container Terminals Limited & it is not obligatory to go serially.
- viii) Where specimen samples are shown it is clearly understood that the quality of the material inside the container / boxes / cartons / bales / cases etc. may not necessarily be of exact quality, quantity, weight, size dimensions, specifications, features etc.
- ix) Any lot or part thereof may be withdrawn from the sale at any time before it is actually physically delivered out of the campus without disclosing the reasons for such withdrawal. However, if any payment has been made it would be refunded without Interest.
- x) ACTL/Accurate Auctioneers 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 ACTL/Accurate Auctioneers directly or indirectly affecting online method of Bidding.
- xi) The online bidders are advised to exercise caution while bidding for the lots and satisfy themselves that the bids placed are for the correct lot before submission of the online bids. Subsequent claims by the bidders that they had placed wrong bids for any reason would not be entertained and the full CMD amount will be forfeited without any further reference.

### 3.0 DECLARATION OF AUCTION RESULTS

The results of successful bidder will be displayed on the website [www.accurateauctioneers.in](http://www.accurateauctioneers.in) on **23.01.2017**. The results will be displayed in the following manner.

CODE	STATUS
OK	Accepted Bid
STA	Subject to approval / Provisional acceptance
R	Rejected Bid

However, final confirmation of Bid acceptance will be done only after approval by Customs.

The CMD / EMD in respect of the rejected lots will be returned to the bidders immediately by returning the draft or by issuance of cheque.

### 4.0 EARNEST MONEY DEPOSIT

After display of results on the website, the successful e-auction bidders will be required to pay as follows the **Earnest Money Deposit**:

30% of the bid Value in case of OK /**accepted Lots**.

20% of the bid value in case of **STA/Subject to Approval Lots**.

The amount of Caution Money Deposit paid by the bidder can be adjusted against the EMD payable.

The Earnest Money Deposit (EMD) should be deposited within **3 working days after the display of results on the website** i.e. up-to 27.01.2017 at the offices of Accurate Auctioneers in the form of crossed Demand Draft or Pay Order of any Scheduled / Nationalized Bank drawn in favour of **Associated Container Terminals Limited payable at New Delhi** for all the lots. Failure to submit the Earnest Money Deposit within the specified time would result in forfeiture of the initial caution deposit, without any further notice.

### 5.0 LOT CONFIRMATION

Final confirmation of Bid acceptance will be done after approval by Customs and Associated Container Terminals Limited. Lot confirmation to successful bidders who participated through on line auction will be primarily through E-Mail / Fax followed by courier/post and / or through public notice at Inland Container Depot, ICD, Sector-59, Faridabad-121 004. Date of Sending of E-Mail/ Fax and the issue of public notice will be considered as date of intimation.

In case NOC is required for any container from regulatory bodies or Government Agencies for confirming the sale and the same is refused, the EMD deposited for that lot will be refunded to the bidder WITHOUT INTEREST.

Restricted items would be delivered only to holders of valid license issued by the concerned regulatory authority like DGFT, Environment Deptt. Etc.

### 6.0 TAXES

All bids invited are for the net amount accruable to Associated Container Terminals Limited and all taxes or other levies charged under Haryana State, or local laws as applicable on the date of delivery except Customs Duty shall be payable separately by the bidder. These taxes are required to be paid before taking delivery by the bidder.

### 7.0 PAYMENT OF BALANCE MONEY

- i) The buyer shall pay balance of the purchase price within three working days from the date of confirmation.
- ii) The buyer should pay the Balance of the purchase price directly to “Associated Container Terminals Limited” at the respective ICD. Auction Sale Invoice will be issued by Associated Container Terminals Limited, only after payment of balance charges along with Sales Tax, Octroi, Cargo / Terminal handling charges, Service Taxes etc.
- iii) In case the successful party is from online bidding then bidder has to produce intimation letter and receipt for deposit of Earnest Money issued by Accurate Auctioneers along with the notice issued by ACTL while making the balance payment.
- iv) **Auction sale shall be treated as local sale only under VAT Act. ‘C’ Form against outstation sale will not be accepted by ACTL. Full VAT will be collected at the prescribed rates. Bidders should make their own arrangements under their Local/Central Sales Tax laws to take the goods to their state.**
- v) The balance payment will be accepted by way of Pay Order/ Demand Draft drawn on any nationalized or scheduled bank in favour of Associated Container Terminals Limited payable at New Delhi w.r.t. Pertaining bid.
- vi) Any delay beyond the free period would invite a penalty @ 2% per month of balance payable amount or as deemed fit by Competent Authority. This penalty would be computed on monthly basis or part thereof.
- vii) Letter of intimation is issued on the basis of the address mentioned in the Acceptance to Participate Form. ACTL is not responsible for the non-receipt of intimation due to wrong / incomplete address given on the Form by the bidder.
- viii) If no Intimation reaches for reasons beyond control of ACTL the Buyers are expected to make efforts to find out status. Non-receipt of Intimation should not be an excuse for non-payment.
- ix) If the purchaser fails to make payment and/or take delivery of the material, Associated Container Terminals Limited shall have the right to re-auction the un-delivered material immediately in the next auction without any intimation to the successful bidder and the Earnest money deposited by the bidder shall be forfeited.

#### 8.0 INCIDENTAL / OTHER COSTS

The cost of material handling i.e. loading charges along with service taxes where- ever applicable, shall be borne by the bidder and payment has to be made to the Associated Container Terminals Limited at the rate / tariff prevailing at the time of taking delivery.

#### 9.0 DELIVERY

The goods sold in the auction should be lifted within 3 working days after making the full payment. In case of any delay thereafter ground rent @ Rs.500/- for 20' ft and @ Rs.750/- for 40' ft container would be levied, along with service tax, as due.

- i) The goods shall be lying in the premises after the conclusion of the bidding at the sole risk and cost of the purchaser in all respect.
- ii) Delivery of commodities requiring clearance from other regulatory agencies like CFL, P& Q depts. etc will be effected only after obtaining the requisite clearances.
- iii) The successful bidder shall produce the intimation letter received from ACTL /Accurate Auctioneers for proper identification of bidder at the time of taking delivery of the material. It is therefore the



responsibility of the bidder to keep the documents in safe custody. The person who has collected the material from Associated Container Terminals Limited by producing the intimation letter, if subsequently found to be illegal possessor / producer of the documents, Associated Container Terminals Limited shall in NO WAY be responsible.

- iv) The material can only be removed from ICD premises on production of a Gate Pass issued from the respective ICDs.
- v) Gate pass for removal will be issued only after the full purchase price including taxes etc., has been deposited by the purchaser.
- vi) In case the purchaser does not present himself for delivery and desires that the delivery may be given to his representative, a power of attorney on a non – judicial stamp paper duly executed before and authenticated by a Notary Public or any Law Court Judge or Magistrate may be furnished to ACTL Administration at the time of taking delivery of the material.
- vii) Normally no extension for more than 10 days beyond the delivery period within which the purchaser is supposed to remove the material shall be granted and material if not removed within the free delivery period or the extended delivery period shall be liable to be disposed off by respective ICDs in such manner as deemed fit at the entire risk and cost of the purchaser and he will not be entitled to any compensation whatsoever for the material having been so disposed off.
- viii) Associated Container Terminals Limited 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, shortened hours, act of God or other causes or contingency whatsoever. The bidder shall not be entitled to cancel the contract & the period of delivery shall automatically be extended accordingly.
- ix) It is to be distinctly understood that the delivery of the material will be ex – site on “AS IS WHERE IS BASIS”. The delivery will not be effected on Saturdays/Sundays and Gazetted holidays or holidays observed at the ICD. Delivery of the material will be affected during the normal working hours. In order to complete delivery within the working hours all loading must be completed half an hour before the closing time.
- x) The labourers of the purchaser may not be allowed in the ACTL premises. ACTL would make arrangements for loading of goods at the prevailing rates.
- xi) The ACTL Administration reserves the right to check the contents of the materials already delivered and loaded in vehicles, etc., before it actually leaves the site and no claim from the purchaser for detention to vehicles etc., will be entertained by ACTL Administration on this account. ACTL Administration shall not in any circumstances whatsoever be liable for any other loss through any cause whatsoever which may occur after all the formalities for the sale are completed.
- xii) The representatives of Customs and ACTL and Security Department in the presence of the purchaser will jointly witness delivery of the material. In the event of purchaser’s failure to do so ACTL shall in no case be responsible for any shortage and shall not under any circumstances make good the deficiency.
- xiii) Once the goods have been made over to the purchaser, ACTL Administration shall not accept any Responsibility whatsoever for the safe guarding of the purchased goods.
- xiv) The material will remain ACTL’s property unless and until all the conditions of sale are fulfilled. The mere payment of the purchase does not constitute complete purchase and material will become the property of the purchaser only after the sale has been completed. ACTL administration shall not in any circumstances whatsoever, be liable for any theft or misappropriation / loss by deterioration or fire or

for any other loss through any cause whatsoever which may occur after all the formalities for the sale are completed.

## **10.0 OTHER TERMS & CONDITIONS**

- i) Associated Container Terminals Limited 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.
- ii) Associated Container Terminals Limited is not bound to accept the highest offer.
- iii) Employees of ACTL/ ACCURATE AUCTIONEERS are barred from participating in the On-line sale, unless otherwise approved by ACTL Management.
- iv) Auction Sale Invoice will be issued in the name of the original bidder as recorded in the "Acceptance Form". Any further correspondence will be only with the bidder name and address as recorded in the "Acceptance Form"
- v) Bidders and his men are subject to the security rules of ACTL in force while in the ACTL 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 representatives. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of EMD.
- vi) The bidder shall be responsible for any damage that may be caused to premises / fittings of seller 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.
- vii) In case of unavailability of labour / equipment with ACTL, the bidder is permitted by the ACTL administration to engage his own workers / equipment's for loading the cargo within the seller's premises they will be governed by the labour laws and rules. Factory Acts and Rules and Sellers Safety / Security Rules as applicable. It shall be the responsibility of bidder to see that the statutory provisions are complied with.
- viii) In the event of failure on the part of the successful bidder to fulfill his contractual obligations. ACTL /Accurate Auctioneers reserves the right to debar such bidder from participating in any future auction/tender auction on behalf of Associated Container Terminals Limited.
- ix) In case of accidents etc. to the bidder / labour / or his representatives, ACTL/Accurate Auctioneers will not at any time be responsible for any injuries caused due to accident within ACTL premises or at the place of work of the owner either to the buyer or his representative / labour etc., and the bidder will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the bidder to provide necessary safety appliances (like hand gloves / safety shoes etc.) to the labourers, who are engaged for loading the materials.
- x) ACTL/ Accurate Auctioneers will not be liable for any claim and bidder shall keep ACTL/Accurate Auctioneers fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
- xi) No gas cutting equipment or any equipment, which are likely to cause damage, will be allowed in the seller's premises. The decision of the Officer or his authorized representative shall be final in this regard.
- xii) Segregation of material will not be allowed in sellers premises. Breaking/ Cutting may be allowed to the extent necessary for facilitating loading into vehicles as per the discretion of the sellers' officials.

## **11.0 DISPUTES**

- i) In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by **Associated Container Terminals Limited** and the Arbitration proceedings would be governed by 'Arbitration and Conciliation Act' 1996.
- ii) The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute and shall be paid in advance to the auctioneer. The jurisdiction for appealing against the award in a court, or any other proceedings under the Arbitration Act, shall be that of courts in Delhi / New Delhi only.

**Disclaimer –**

1. ACCURATE AUCTIONEERS runs its business on the basis of a robust Web Site. However ACCURATE AUCTIONEERS is outsourcing server space from a third party hosting company and hence shall ensure the smooth running in all good faith and intention. However ACCURATE AUCTIONEERS 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 ACCURATE AUCTIONEERS directly or indirectly affecting online method of Bidding.
2. ACCURATE AUCTIONEERS takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold harmless. ACCURATE AUCTIONEERS from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall ACCURATE AUCTIONEERS be liable for any loss for the transactors by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that ACCURATE AUCTIONEERS has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations to be followed from time to time etc. Since ACCURATE AUCTIONEERS does not possess knowledge base of the commodities under transaction both the parties agree that the matter contained in the materials as a part or as a whole does not violate any applicable law. ACCURATE AUCTIONEERS is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between the Seller and Bidder. ACCURATE AUCTIONEERS shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.
3. The Seller/Bidder agrees to limit the liability of ACCURATE AUCTIONEERS. 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 ACCURATE AUCTIONEERS to the Seller/Bidder shall not exceed its total fee receivable from the Seller/Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
4. The prospective bidder has to register with the ACCURATE AUCTIONEERS by submitting the KYC form duly filled and signed along with self-attested copies of their PAN Card, valid VAT registration certificate (if available), and address proof by way of electricity bill, or telephone bill, or Bank account statement. The prospective bidder after completing the registration process shall have to deposit Earnest Money Deposit (EMD) for each lot separately or for all lots as prescribed. (Refer Details of Auction Property for Lot-wise EMD) by Demand Draft / Pay Order on any Scheduled / Nationalized Bank /Scheduled Co-operative Banks Drawn in favour of " ASSOCIATED CONTAINER TERMINALS LIMITED payable at DELHI" . It has to be submitted directly to any office of ACCURATE AUCTIONEERS (see details of ACCURATE AUCTIONEERS's Offices in [www accurateauctioneers.in](http://www accurateauctioneers.in) CASH WILL NOT BE ACCEPTED.
5. Bidders/Seller may note that any payments by DD / PO or cheque or any other means towards EMD/Security Deposit or other purposes received by ACCURATE AUCTIONEERS on behalf of Seller/Bidder shall be handled in good faith and intention. However ACCURATE AUCTIONEERS shall not be responsible for the loss of the

DD/Cheque 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 and climatic conditions. ACCURATE AUCTIONEERS will fully co-operate with Seller/Bidder in all the procedures of retrieval of lost financial instruments and/or their capital from financial institutes/banks/companies.

#### **Annexure –1**

Acceptance to Participate Form

***Bidders to fill all the details and submit at any of the offices of the Auctioneer OR ACTL, ICD, Sector-59, Faridabad – 121 004 OR FAX it to 0129-4259311.***

*Note: All entries compulsory.*

#### **ACCEPTANCE TO PARTICIPATE FORM**

**DATE:**

I/We confirm having

- 1) Gone through the above-mentioned terms and conditions and agree to take part in the Online Auction for sale of Unclaimed / Uncleared Import cargo by ACTL.
- 2) I have read the terms & conditions mentioned in the catalogue & I confirm that, I have understood the same very clearly. There is no ambiguity whatsoever & they are acceptable to me & shall be binding on me.
- 3) The decisions taken by representatives of Customs/ Custodian in all respects shall be binding on me.
- 4) I also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/ or additions or deletions of items being offered for sale.
- 5) I note with due care that the Auctioneer shall be making the announcements of correction with the consent and knowledge of the Customs/ Custodian and auctioneer shall not be liable for these last minute changes.

- 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 "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 ID (if exists) \_\_\_\_\_

Company / Firm / Person / concern / in whose name the material is/are to be purchased

\_\_\_\_\_

Contact Person(s) \_\_\_\_\_

Designation \_\_\_\_\_

*(In case of company/firm, give, in addition, names of key Directors/ Partners)*

Address \_\_\_\_\_

\_\_\_\_\_

Sales Tax / VAT Registration No. / TIN No. \_\_\_\_\_ PAN No. \_\_\_\_\_

Phone No. \_\_\_\_\_ Mobile No. \_\_\_\_\_ Fax No.- \_\_\_\_\_

E-Mail \_\_\_\_\_

Are you familiar with e- Auction/online bidding? YES/NO

If NO, attending a Mock e-Auction with prior appointment is mandatory. And in an event the Mock e-Auction is not attended, NO COMPLAINTS will be entertained.

LOT No.	DD/PO No.	Bank Name	Branch	Dated	EMD Amount

**Signature of Authorized Signatory with Name and Seal.**