



Astoca (Philippines) Inc, Unit 102 Jolliland Building, 670 EDSA, Pasay City.
Tel; 853 0421 Fax; 857 2129 Email; info@astoca.com

Tender Sale of Stainless Mixers, Tanks, Pipes, Fittings and other scrap metals.

Deadline of submission of bids:

Friday November 26th at 5:00pm
At the Astoca Office Unit 102 Jolliland,
670 EDSA, Pasay City or during viewing

Viewing of Assets:

Thursday Nov 25 and Friday Nov 26 10:00am to 5:00pm
by appointment at Unilever, Paco, Manila
Please email marivic.domingo@astoca.com for details and directions

50,000 Refundable Cash Deposit to Bid

**Please wear Facemask, Faceshield and Observe Social Distancing at all times
together with PPE of Safety Shoes, Hard Hat and Reflective Vest.**

NO PPE – NOT ALLOWED TO VIEW
– NO EXCEPTIONS

6.6 On written request by the Buyer the Auctioneer shall provide a VAT (Local Tax) invoice in proper form, if appropriate.

Terms and conditions of bidding

1 Application of these General Conditions

1.1 In these general conditions the expression "the Auctioneer" includes his employees and agents and any person to whom conduct of the Auction is delegated.

1.2 These General Conditions apply to every Auction of Plant and Machinery, Chattels, Trade Stocks and Vehicles conducted by the Auctioneer and to any Lot offered for sale in the Auction whether that Lot includes property fixed to land or not fixed to land or any other personal property.

1.3 If these General Conditions have not previously been accepted by a person bidding in an Auction, bidding for any Lot in the Auction shall be deemed to be an acceptance by the Bidder of these General Conditions.

1.4 To the extent that these General Conditions are inconsistent with any special conditions set out or referred to in the Auction Page the special conditions shall prevail.

1.5 These General Conditions shall be governed construed and enforced in accordance with the law of the country in which the auction is being held.

2. The Seller's Instructions and Warranties

2.1 The Seller warrants that:

a) to any Lot offered for sale he will be able to pass good and unencumbered title free from third party claims;

(b) any Lot offered for sale may be lawfully sold;

2.2 If the Seller's instructions are given by the Seller's agent, the Seller's agent warrants that he has the Seller's authority:-

(a) to instruct the Auctioneer;

(b) to give the warranties set out in clause 2.1 above;

(c) to instruct the Auctioneer to act in accordance with these General Conditions and any special conditions.

3. The Auctioneer's Remuneration

3.1 The Auctioneer's remuneration shall be such as has been agreed between the Seller and the Auctioneer.

4. Bidding on behalf of another

4.1 Unless the Auctioneer has previously acknowledged in writing that the bidder bids as agent on behalf of a named principal, every bidder shall be taken to bid on his own behalf as principal.

4.2 If the Auctioneer has earlier acknowledged in writing that the Bidder bids as agent on behalf of a named principal, the Bidder warrants that he has the authority of his principal to make each bid he makes.

5. Conduct of the Auction

5.1 Any Lot may be subject to a reserve price unless otherwise indicated.

5.2 The Seller or his representative or the Auctioneer on his behalf may bid for any Lot unless otherwise indicated.

5.3 The Auctioneer may at any time before the Lot is sold, withdraw any Lots.

5.4 With the previous consent of the Seller, the Auctioneer may sell any Lot by private sale before or after the Auction.

5.5 The Auctioneer will require any Bidder to give his name and address before accepting a bid.

5.6 The auctioneer may reject any bidder from bidding at his sole discretion and without being required to give reason.

5.7 The Auctioneer may reject any bid at his sole discretion and without being required to give a reason.

5.8 The Buyer shall be the person who made the highest bid at the close time of that Lot (including 'Extra Time'.

5.9 The Auctioneer may decide where there is a dispute between Bidders, may summarily determine the dispute or immediately again offer the Lot for sale, in each case without being required to give a reason.

5.10 The Auctioneer shall in every other respect decide how the Auction is to be conducted and without being required to give a reason.

6 After the Sale

6.1 Upon the Auctioneer declaring any Lot sold, the buyer shall immediately pay to the Auctioneer if requested a deposit of up to 25 per cent of the price.

6.2 Within the time specified in clause 6.3 below, the Buyer shall pay the following sums to the Auctioneer in full:-

(a) the balance of the price of all Lots purchased together with any VAT (Local taxes) due;

(b) the value as summarily determined by the Auctioneer, whose determination shall be final and binding, of all or part of any Lot or of the premises where the Auction is held which has been damaged or destroyed by the Buyer or his principal or agent.

6.3 The time for complying with clause 6.2 above shall be the time specified in the Auction page or if no time is specified there, 4pm on the next working day and in every case time shall be of the essence.

6.4 The Auctioneer may at any time in his sole discretion grant the Buyer an extension of time for complying with clause 6.2 above, in which case the Buyer shall pay the Auctioneer in full before moving or removing the Lot together with interest on any unpaid sums at a rate of 4 per cent above Bank base rate in force from time to time.

6.5 Until the Buyer has complied with clause 6.2 above:-

(a) title to any Lot bought shall not pass to the Buyer;

(b) the Lot shall be at the Buyer's risk;

(c) the Auctioneer shall have a lien over any Lot bought by the Buyer in the Auction;

(d) if the Buyer effects or purports to effect a resale or any other disposition of all or part of the Lot, the Buyer shall hold the proceeds of resale or other disposition on trust for the Auctioneer and Seller.

7. Removal of the Lot bought

7.1 The Buyer may not remove any Lot he has bought until after the end of the Auction.

7.2 The Buyer may not remove any Lot until the Buyer has paid the sums specified in clause 6.2 above in full for every Lot he has bought.

7.3 After paying the sums specified in clause 6.2 above, the Buyer must remove the Lot bought by the time specified in the Auction Page or if no time is specified there, 5pm on the next working day, and in every case time shall be of the essence.

7.4 The Auctioneer may at any time at his sole discretion and on terms specified by him grant the Buyer an extension of the time specified in clause 7.3 above.

7.5 If the Lot bought is or includes a motor vehicle, no warranty is given that the vehicle may safely or lawfully be driven on the road.

7.6 When removing any Lot the Buyer:-

(a) is responsible for detaching any Lot fixed to land and must do so safely and lawfully and must not use flame cutters, explosives or any other dangerous equipment or process without previous written permission signed by or on behalf of the Auctioneer;

(b) must use safe and lawful means of removing the Lot;

(c) shall indemnify the Auctioneer and Seller against any loss damage legal or other expenses and any claim arising from the detaching of the Lot or its removal.

(d) shall have insurance in respect of such indemnity and shall on request produce to the Auctioneer a receipt for the last premium due or other sufficient evidence that such insurance has been effected and remains in force.

8. Default by the Buyer

8.1 If at any time the Buyer has failed either to pay the sums specified in clause 6.2 above in full by the expiry of the time specified in clause 6.3 above (or any extension granted under clause 6.4 above), or to remove any Lot by the time specified in clause 7.3 above (or any extension granted under clause 7.4 above) the Auctioneer may rescind the Sale of that Lot, in which case any deposit shall be forfeit, and that Lot may be resold by auction or privately.

8.2 If the Auctioneer has rescinded the sale but the Buyer has removed the Lot bought, the Auctioneer shall be entitled without previous notice to enter upon any premises where he believes the Lot to be and remove it.

8.3 If the Auctioneer has rescinded the sale and the Lot has been resold, the Buyer shall make good any deficiency, namely:-

(a) the sale price less the resale price;

(b) the costs of and incidental to resale.

8.4 If because the Buyer has failed to remove any Lot by the time specified in clause 7.3 above (or any extension granted under clause 7.4 above), the Seller is unable to give vacant possession on disposing of or relinquishing any interest in the premises from which the Lot should have been removed, the Buyer shall compensate the Seller for any loss resulting.

9. Liabilities and Indemnities

9.1 The Auctioneer warrants that he believes that the Seller of each Lot is able to pass good title, and if the Seller is not able to do so, the Auctioneer shall use his reasonable endeavors to assist the Buyer in obtaining good title and in pursuing any remedies the Buyer might have against the Seller, but the Auctioneer shall not be bound to initiate litigation and shall not be under any other obligation to the Buyer.

9.2 Every Lot is sold as seen and where lying.

9.3 No Lot is sold as compromising or including any new goods.

9.4 The Auctioneer neither has nor professes any expert or other knowledge of any Lot sold and is hereby excluded any liability the Auctioneer might otherwise incur and any right or immunity the Buyer might otherwise possess in respect of any conditions warranties or representations relating to the condition of any Lot sold or the merchantable quality of the Lot or its fitness for the particular or any purpose for which it is or may be required whether such conditions warranties or representations are expressed or implied in the Auction Pages or are the subject of oral or written statements made by or on behalf of the Auctioneer or any other person before or in the course of the Auction.

9.5 No liability shall attach to the Auctioneer either in contract or in tort for loss, injury or damage legal or other expenses sustained by the Seller, any Bidder, the Buyer or any other person by reason of:-

(a) any defect in any Lot sold, whether or not such defect be latent or apparent on examination;

(b) any defect or danger of the premises where the Auction is held;

(c) any alleged failure of the Auctioneer to properly advertise the Auction or to seek or obtain expert legal advice with regard to any Lot offered for sale or its reserve price;

(d) any act or omission of the Auctioneer in the conduct of the Auction or after the Auction;

(e) any act or omission of any person other than the Auctioneer.

9.6 In the event delivery of the Lot can not be made because of loss due to fire, theft or any other reason, the Auctioneer shall only be liable for the return of any deposits or payments made by the Buyer.

9.7 The Seller shall indemnify the Auctioneer in respect of any claims made by another or third party for any loss injury damage or legal or other expenses referred to in clause 9.5 above.

9.8 The Auctioneer shall not be liable to indemnify the Seller or any Bidder or the Buyer in respect of any claims made by another or third party for any loss injury damage or legal or other expenses referred to in clause 9.5 above.

9.9 In no circumstances shall the Auctioneers be liable for any consequential damage.

10. Waiver

10.1 No indulgence shown by the Auctioneer shall prevent the Auctioneer or the Seller from subsequently insisting upon their respective rights and remedies.

NOTICE TO PURCHASERS

Viewing: Thursday Nov 25 and Friday Nov 26 10:00am to 5:00pm by appointment at Unilever, Paco, Manila Please email marivic.domingo@astoca.com for details and directions

**Please wear hard hat, safety shoes, reflective vest.
NO PPE NO VIEWING**

Contact us for other entry details to access through Pharm Lobby

Marivic.domingo@astoca.com

Please wear facemask, faceshield and observe social distancing at all times

Bidding: Deadline of submission of bids will be no later than Friday 26th Nov at 5:00pm At the Astoca Office Unit 102 Jolliland, 670 EDSA, Pasay City

Deposit: A refundable cash deposit of PHP 50,000 will be required in order to bid.

Buyers Premium & VAT: **A Buyers Premium of 15% + 12% VAT on Buyer's Premium and Goods** will be added to the successful Bid Amount

e.g. Bid Price 10,000

10,000 – Bid Price

1,200 – 12% VAT on Goods

1,500 – 15% Buyers Premium

180 – 12% Vat on Buyers Premium

12,880 – Grand Total

Payment: ALL MUST BE PAID ON OR BEFORE **November 30th, 2021**
Payments must be deposit to one of our bank accounts, details as follows;
(Cheque payments will have to clear prior to removal)

Bank: Union Bank, Bicutan Branch

Account name: Astoca Philippines Inc

Account number: 00-253-000156-5 (Peso Account)

OR

Bank: Banco De Oro, Magallanes Branch

Account name: Astoca Philippines Inc

Account number: 002028010427 (Peso Account)

Clearance: All lots will be removed by the Unilever contractor and loaded to buyers vehicles

Unilever Health and Safety protocols must be followed during removal which includes full PPE, Certified Equipment, Certified Equipment Operators etc.

All lots are sold "loaded to transport"

Clearance will be by schedule and is strictly by appointment.

No lots may be removed from site without full payment of the invoice.

Please Note: **Astoca (Philippines) Inc** reserve the right to reject any or all bids.

Without prejudice to any claims that the Auctioneers and/or the Vendor may

have against the Bidder for breach of contract or otherwise, the Bidder may become liable from the expiration of the time referred to in the clearance schedule hereof for all storage, security and administration expenses and the cost incidental to re-selling and or otherwise disposing of uncleared items.

Astoca (Philippines) Inc. reserve the right to refuse to accept the bid of any attendee should they be unable to satisfy Astoca on any of the above.

ALTHOUGH INFORMATION HAS BEEN OBTAINED FROM SOURCES DEEMED RELIABLE, NEITHER THE VENDOR NOR ASTOCA MAKES ANY WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN THE DESCRIPTIONS ARE FOR REFERENCE ONLY, WE STRONGLY ADVISE TO VIEW THE ASSETS TO DETERMINE THE ACCURACY OF THE DESCRIPTION.

Listing of items for sale;

Note; ALL ITEMS WILL BE LOADED TO BUYERS TRANSPORT FREE OF CHARGE.

Lot	Description	Bid Amount
1	Two dismantled chillers as lotted	
2	A water tank with stainless jacket together with 2 pairs of stainless control panels	
3	2 Stainless mixer units with internal stainless mixing blades, together with 2 stainless inclined conveyors (to be cut to facilitate loading)	
4	Assorted scrap metals in catchment area	
5	Unused spare solid stainless screw systems from Mazzoni	
6	Various spare parts in boxes as lotted	
7	Area of scrap including Motors, Valves, stainless tanks, reducers, cable wires, assorted pipes, stainless tubing and more as lotted.	
8	Approximately 10 pallets of scrap metals, walkways, pipes, railings and more.	
9	Circular tube screw conveyors.	
10	Assorted tanks, mixers, dust collectors as lotted	
11	Stainless tubes, railings, tanks, chutes and other scrap metals inside and next to storage room	
12	Metal hexagonal structures and tubular screw conveyors	

13	Approx. 10 motors, gear reducers on pallets as lotted	
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Dear Astoca,

Please find above my bid for the items as indicated. I have read and agree to all of the terms and conditions and I further understand that a **15% Buyers Premium (plus 12% VAT on the Buyers Premium and Goods)** will be added to my bid price.

Company Name	.....	Signature	.....
Name	.....	Address	.....
Tel. No.	.....	Fax No.	.....
Mobile No.	.....	Email	.....