

E-Auction SALE on 19-03-2018.

For and on behalf of **CONCOR AIR LIMITED (CAL)** 2nd Floor, Heavy Cargo Building ,CSIA Air Cargo Complex, Sahar, Andheri (e) Mumbai-400099

In terms of direction of Government of India, on behalf of Concor Air Limited (CAL)(Under Concession Agreement with MIAL) Custodian of Customs herein after referred as CAL, M/s Ashvin & Co. (Auctioneer) is organizing On-line Auction of Unclaimed /Uncleared goods under Section 48 of the Customs Act, 1962 subject to the Terms & Conditions annexed hereto and as per the schedule of program given below:

Date of E-Auction	19th March 2018
E-auction Time	10:00AM to 3:00PM
Date of submission of Registration Form with documents to Ashvin & Co & Registration Fees for One Year of Rs. 1,111/- + 18% GST	Up to 17.00 Hrs. till <u>16.03.2018</u>
Instruction to the Bidders for Inspection of Cargo	<ol style="list-style-type: none"> 1. Eaucution Catalog need to be purchased on or before 16/03/2018 by 11:00am by the prospective bidders from CAL Office by payment of Rs. 500 plus (12%GST) by way of CASH / DD / PO/Banker's Cheque. 2. Prospective Bidders need to send an email in advance prior to Inspection Date of the Two Persons from an Organization who will be visiting for Inspection at CAL Location along with the photo copy of the Identity (Photo ID) Proofs.
Time and Venue of Display	<p>14-03-2018 between 11:00AM to 1:30PM and 2:00PM to 4:30PM display at CUT (Common User Terminal), Behind Chatrapati Shivaji Maharaj Stachu, Near ITC Maratha, Marol Pipe Line, Andheri (East), Mumbai – 400 099.</p> <p>15-03-2018 between 11:00AM to 1:30PM and 2:00PM to 4:30PM display at CUT (Common User Terminal), Behind Chatrapati Shivaji Maharaj Stachu, Near ITC Maratha, Marol Pipe Line, Andheri (East), Mumbai – 400 099.</p> <p>16-03-2018 between 11:00AM to 1:30PM display at CUT (Common User Terminal), Behind Chatrapati Shivaji Maharaj Stachu, Near ITC Maratha, Marol Pipe Line, Andheri (East), Mumbai – 400 099.</p>
Pre-Bid Security Deposit / Earnest Money Deposit (EMD)	Pre-Bid EMD for E-Auction – Please refer to the E-auction LIST
Date & time for payment of LOT WISE EMD to CAL	D.D./ P.O./Banker's cheque drawn in favor of “Concor Air Ltd “ payable at Mumbai to reach on or before 16.03.2018 by 4.00pm
Demo of E-Auction	17.03.2018 between 11:00am to 12:30pm
Auctioneer	M/s Ashvin & Co
<u>Contact Details:</u> Ashvin & Co. Shri Julian A. Shah, Tel: 022 26107515 M: 9820739509 Email: ashvinauction@gmail.com	
CONCOR AIR LIMITED (CAL) 2 nd Floor, Heavy Cargo Building,CSIA Air Cargo Complex, Sahar, Andheri (east) Mumbai-400099 Tel No. 022-66859840/41, 098679 53677 E-mail: export@concorair.in / importcal2014@gmail.com	

M/s Ashvin & Co. (Auctioneer)

OFFICE: G-11 Shrinivas Building, Opp CKP Co-op Bank, Next to Indubhavan Building, Prathna Samaj Road, Vile Parle (E), Mumbai – 400057.

PH: 26107515

E-mail: ashvinauction@gmail.com

Cost of Auction Catalogue is Rs.500/- plus 12% GST (Rs. Five Hundred Only plus 12% GST)

Receipt is not issued for catalogue downloaded from Internet. Auction catalogue can be purchased from the office of Concor Air Ltd. on payment. The receipt of payment of Auction catalogue is required to be shown at the time of inspection of cargo.

REGISTRATION FORM TO BE SUBMITTED TO ASHVIN & CO. MUMBAI OFFICE
For E-Auction of CAL

I/We confirm having

- 1) Gone through the abovementioned CAL Special Terms & Conditions ("CAL STC") and General Terms & Conditions ("GTC") and steps for actual bidding process and agree to take part in the Online Forward Auction for sale of Unclaimed/ Uncleared Import cargo by CAL.
- 2) I have read the terms and conditions mentioned in the catalogue and I confirm that, I have understood the same very clearly. There is no ambiguity whatsoever the said terms and conditions are acceptable to me and shall be binding on me.
- 3) The decisions on all issues taken by representatives of CAL/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 CAL/Custodian and Auctioneer shall not be liable for these last minute change.
- 6) Having inspected the material and satisfying myself/ourselves on 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" , "NO COMPLAINT BASIS" and "All Goods will be sold on LOT 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 _____

GST No. _____

Documents attached: Please tick 1) PAN Card of Company & PAN Card of authorized Person copy, 2) GST Registration copy 3) Address proof 4) ID Proof of Authorized Person 5) others _____

Mobile No./ Phone No. _____

E Mail (Only One) _____

- 8) I state the names of two persons who will/have inspected the auction goods on the dates of display.
- i)
 - ii)

In the event of any of the above information being found incorrect/ incomplete the Participation shall be liable to cancellation by CAL at any time and I/we shall not be entitled to any claim for Refund arising from the same.

Sr.	Lot No.	DD/PO No.	Bank Name	Branch	DD Dated	EMD Amount

(Signature and Name of Authorized Signatory with Co. Seal)

SALE LIST NO. _____

DISCLAIMER

THE E-AUCTION IS HELD SUBJECT TO FINAL APPROVAL FROM CUSTOMS. IN THE EVENT THAT CUSTOMS DENIES OR CANCELS RELEASE OF ANY LOTS OF AUCTION GOODS OR PART THEREOF, THEN NO CLAIM SHALL LIE OR BE MAINTAINABLE AGAINST CAL OR AUCTIONEER M/S ASHVIN & CO.

CAL RESERVES THE RIGHT NOT TO RELEASE THE GOODS AND CANCEL THE E-AUCTION HELD OR TO BE HELD WITHOUT ASSIGNING ANY REASON, AND NO CLAIM SHALL LIE OR BE MAINTAINABLE AGAINST CAL IN SUCH CIRCUMSTANCES.

NOTE: ALL LOTS OF AUCTION GOODS WILL BE KEPT ON “STA” (SUBJECT TO APPROVAL) BASIS AFTER CLOSING OF ABOVE E-AUCTION.

GENERAL TERMS & CONDITIONS

Subject to the Reserve Price (R.P.), fixed by the custodian Concor Air Limited (CAL)

/ Customs or persons duly authorized in this regard (hereinafter called “authority”) and the terms and 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, CSI Airport, Mumbai through the Custodian, Concor Air Limited (CAL)
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 CAL/Customs.
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 Earnest Money Deposit (EMD) and getting Registration with Auctioneer M/s 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 and company at the same time. Bidder must read the CAL Special Terms & Conditions (STC) and General Terms and Conditions (GTC) of the auction sale very carefully and then only place his signature on the Acceptance / Registration Form. By signing the Registration Form, the Bidder has agreed to accept and comply with the terms and conditions stipulated in the STC and GTC. 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. **BUYER:** The Bidder whose Bid is confirmed by the authority as being the highest / Successful Bidder for a Lot shall be the Buyer of such Auction Goods and will be responsible for paying the Bid Amount, complying with requisite Customs formalities and taking delivery of the material in the stipulated timeframe.
5. 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. CAL / Ashvin & Co. or any authority will not be held responsible for any failure of power, network, server, hosting server, internet connectivity, ISP or otherwise at Bidders end or at CAL /Ashvin & Co. directly or indirectly affecting online method of Bidding.
6. **Auction Goods:** All the consignments/Auction Goods will be sold on ‘LOT’ BASIS. The Auction Goods may be sold in one or more Lots as found suitable and convenient and/or advantageous in the opinion of CAL.
7. The Auction Goods are sold as they stand at the time of sale on “As Is Where Is Basis” And On “No Complaint Basis”, Quantities, qualities, sizes, measurements, numbers and weights whether announced verbally, at the time of Online Auction Sale or specified in the catalogue 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/ CAL 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 Auction 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 SOLD.

PARTICIPATION

8. The prospective bidder has to register with the auctioneer Ashvin & Co. on payment of Registration charges Rs.1111 + 18% GST for one year at the office address mentioned hereinabove. The prospective bidder shall furnish all the necessary documents required for registration with Auctioneer to Ashvin & Co.
9. The prospective bidder has to pay LOT WISE Earnest Money Deposit (EMD) as mentioned in the Auction Sale LIST by way of Demand Draft/ Pay Order ONLY drawn on any Scheduled/ Nationalized Bank Drawn in the favour of “Concor Air Limited” payable at Mumbai. CASH WILL NOT BE ACCEPTED FOR EMD.
10. On Registration with Auctioneer Ashvin & Co., and after confirmation of payment of EMD from CAL, 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 keep it confidential. 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.

11. The RESERVE PRICE of a Sale Lot will be NOT be displayed on the bidding screen and shall be kept confidential by the Authority.
12. **EMD PAYMENT**
The Pre Bid Security Deposit /Earnest Money Deposit (EMD) shall be deposited with CALon or before 16th March 2018 by 4.00 pm.
13. **Refund of Pre-Bid Security Deposit / EMD:**
The Bidders who have not participated in bidding or Bidders who have not succeeded in the bidding can collect their DD/PO/BC from CAL/M/s. Ashvin & Co. on the next working day of auction.
Successful bidders shall be returned their DD/PO/BC upon making full bid payments including taxes.
The Pre-Bid Security Deposit / EMD may be adjusted against the bid amount payable, if the successful bidder so desires.
14. **Forfeiture of EMD:** In the event of the failure to make full payment of the Bid Amount within the specified time the sale relating to such Lot(s) of Auction Goods will be treated as cancelled and the Pre-Bid Security Deposit/EMD will be forfeited without prejudice to any other rights and remedies available to CAL.

STA AND BID AMOUNT PAYMENTS

15. The highest bid is declared on Subject to Approval (STA) basis. After the closure of the E-auction, the lots which are Provisionally Accepted by CAL and Customs on STA basis will be uploaded on the website and intimated to the successful/ highest bidder by Ashvin & Co.
16. On closure of the E-Auction thereafter the E-auction bids will be compared. On comparison of E-Auction bids whichever is highest and subject to the Reserve Price, the intimation of Provisional Acceptance to the E-Auction bidder will be sent ONLY through Emails recorded in the Registration Form and NOT by Courier/Post.
17. The highest/ successful bidder has to pay the Bid Amount along with taxes as applicable by way of Demand Draft/ Pay Order ONLY drawn on any Scheduled/ Nationalized Bank Drawn in favour of "Concor Air Limited" payable at Mumbai. Intimation will be sent to the Bidders regarding their bid being "Successful" / "Unsuccessful" and Bidders are expected to take efforts to find out status of confirmation of their bids. It is explicitly made clear that subsequent to the intimation, there should not be any excuse for non-payment and EMD will be forfeited if the highest/ successful Bidder /Buyer fails to pay the Bid Amount and other taxes before the due date.

LOT CONFIRMATION AND PAYMENT OF BID MONEY

18. All such lots which have been provisionally accepted on STA Basis shall be given a Final Confirmation or Rejection within 30 working days (excluding the date of the auction) by Ashvin & Co.
19. After intimation of the Final Confirmation the successful bidder shall as the "Buyer" of the Auction Goods has to deposit the Bid Amount along with taxes as applicable to CAL within Five (05) working days from the date of intimation of such Final Confirmation.
20. If the Buyer fails to make payment and/or take delivery of the material as per the stipulated timelines, CAL shall have the right to auction the undelivered material immediately in the next auction without any intimation to such Buyer and the EMD / bid money deposited by such Buyer shall be forfeited without prejudice to any other rights and remedies available to CAL.

TAXES and OTHER INCIDENTAL EXPENSES:

21. All bids invited are for the net amount accruable to CAL and relevant taxes, levies, etc. except Customs Duty, shall be payable by the Buyer to CAL and these taxes shall be treated as extra and not included in the Bid Amount and are expected to be paid to CAL before taking delivery.
22. If the delivery is not taken within the prescribed free time limit of 2 (Two) working days from the date of payment of full bid amount along with applicable taxes then demurrage will be charged as per prevailing public tariff at ACC. However, it must be noted by the bidders that it will be the sole discretion of CAL not to allow the Buyer to lift the goods with or without the demurrage charges after the expiry of the stipulated free delivery period.
23. Only after the Final Confirmation of Acceptance of Bid and payment of Bid Amount and all due taxes, the Tax Invoice and copy of Bill of Entry will be issued in the name of the Bidder/Buyer as is recorded in the Registration Form. Any further correspondence will only be with the Bidders on the name and address as recorded in the Registration Form. Kindly note, change in Bidder/Buyer Name shall not be entertained.

24. If the Buyer fails to make payment and/ or take delivery of the material, within the free period, or such extended period, CAL shall have the right to auction the undelivered material immediately in the next auction without any intimation to the Buyer and the EMD /bid money deposited by such Bidder shall be forfeited.

INSPECTION

25. Entry for inspection of goods on the date of display will be allowed to a person holding SALE LIST / CATALOGUE issued in his name by CAL. Goods are sold on “AS IS WHERE IS BASIS”, “NO COMPLAINT BASIS” and “All Goods will be sold on LOT BASIS”. CAL / Ashvin & Co. do 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

26. 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 CAL and it is binding on the bidder.
27. Any Lot or part thereof may be withdrawn from the sale at any time before it is actually physically delivered out of the CAL facility/warehouse without disclosing the reason for such withdrawal. However, if any payment has been made it would be refunded.
28. In the event of any dispute with regard to non-lifting / non-availability of inspected materials etc. and forfeiture of EMD/ Bid Amount, CAL /Ashvin & Co. will not be held responsible for such loss / forfeiture.

DELIVERY

29. If the Buyer fails to take the delivery of the goods within 5 (Five) days, or such extended period, from the date of intimation of Final Confirmation of bid, the EMD / Bid Amount deposited by him will be forfeited and the cargo will be relisted for sale at his risk and cost.
30. No sale shall be invalidated by reason of any defect or fault in any of the Auction 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 mis-description.
31. The Auction Goods shall lie at the sole risk and responsibility of the Bidder/Buyer in all respects from the time of sale and must be taken away by the Buyer at his own expense.
32. Delivery will be given only during the office hours on working days of CAL
33. The Buyer shall produce the receipt of Full and Final Payment paid to CAL along with GST and other taxes for proper identification of the Bidder at the time of taking delivery of the material.
34. Should the original Bidder/Buyer wish to take the delivery of the goods through a CHA or his representative, he must authorize this representative through a letter of authority with ID proof, which shall be presented to CAL. Delivery by proxy will be at the Bidders sole risk and responsibility and no claim shall lie against CAL on any account whatsoever, if the delivery is affected to the wrong person(s).
35. While taking delivery of the material, it will be at the discretion of the authorized representative of CAL 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 CAL premises.
36. In case the whole or any part of the Auction Goods sold remain uncleared, even after the authorized period stated in the delivery schedule, the Buyer 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. CAL shall have the right to dispose of such goods in any manner it likes. The Bidder/Buyer will have no right whatsoever to any compensation in such circumstances.
37. 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 such Buyer before the Sold Goods are allowed to be removed. Should the Buyer fail to take the delivery within the time mentioned or to pay the demurrage as the case may be, the purchase price along with applicable Taxes, if any, paid by him shall stand forfeited, without any prejudice to CAL who further reserve the right to recover damages on account of such breach from such Buyer to whom the Lot was originally SOLD.

38. In case, if CAL could not deliver the goods within the specified time due to unanticipated administrative reasons, then suitable extension of period shall be granted to the Buyer and he will not be liable to pay any demurrage till the expiry of such extended period. In such eventuality, however, such Buyer cannot claim any compensation for such delay.
39. Goods are sold in Lot Basis 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, the Buyer shall have no claim on CAL/ 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.
40. The delivery of the material either in part or in full would be subject to being withheld if required by CAL /Customs at any stage before the actual delivery without any commitment on either side.
41. CAL / 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 CAL.
42. Resale will not be recognized and the delivery orders will be issued in the name of the actual/ original bidder only. If the Auction Goods are found to be other than described in this catalogue, CAL reserves the right to refuse to deliver such Auction Goods and reject the bid at any stage. Any amount paid in part or full shall be refunded without any interest.
43. No interest shall be paid on EMD or any money deposited in case the material is not delivered for any reason. All prospective bidders/Bidders shall be deemed to have read and understood these conditions of sale, listed herein and be bound by these terms and conditions and to give their bids subject to these conditions.

EXCLUSIVE RIGHTS

44. CAL reserves the right to modify and amend the terms and conditions in this catalogue and announce or publish on website, any modified terms and conditions, if need be, while the auction is in progress or prior to commencement of auction.

GENERAL

45. Employees of CAL / Ashvin & Co. are barred from participating in the Online Auction.
46. Any Lot will be put for auction as per convenience of CAL. It is not obligatory for CAL to auction the items as per the serial number.
47. Bidder and his men are subject to the security rules and regulations of CAL/MIAL in force while in the Airport / MIAL 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 and 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 EMD.
48. The Bidders/Buyers shall be responsible for any damage that may be done to premises/ fittings of CAL 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/Buyer shall pay for the same on demand.
49. During the period the bidders/Buyers workers are engaged within the CAL premises they will be governed by the labour laws and rules, Factory Acts and Rules and CAL Safety/ Security Rules as applicable. It shall be the responsibility of the bidder/Buyer to see that the statutory provisions are complied with.
50. In the event of failure on the part of the successful bidder/Buyer to fulfill his contractual obligations, CAL / Ashvin & Co. reserves the right to debar such bidder from participating in any future tender/ auction conducted on behalf of CAL
51. If any Court Case comes up after the sale of auction of the Specific Lot, the EMD/Full payment shall not be refunded till the time court verdict/Customs Order is given by the competent authority. No interest for that period shall be paid to any of the parties.

ARBITRATION

52. In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by the **Concor Air Ltd.** and the Arbitration proceedings would be governed by 'Arbitration and Conciliation Act' 1996. The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute and shall be paid in advance to arbitrator. The jurisdiction for appealing against the award in a court, or any other proceedings under the Arbitration Act, shall be that of courts in Mumbai city only.
53. CAL 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/Buyer shall not be entitled to cancel the contract and the period of delivery shall automatically be extended accordingly.

ACCIDENTS ETC. TO THE BIDDER / LABOUR

54. CAL/MIAL/ Ashvin & Co. will not at any time be responsible for any injuries caused due to accident within CAL/MIAL premises or at the place of work of the owner either to the bidder/Buyer or his representative/ labour etc., and the bidder/Buyer will make proper arrangements for any claim arising out of the employment under any statute. It is the responsibility of the bidder/Buyer to provide necessary safety appliances (like hand gloves/ safety shoes etc.) to his labourers, who are engaged for loading/ unloading of the materials.
55. CAL / Ashvin & Co. will not be liable for any claim and Bidder shall keep CAL / Ashvin & Co. fully indemnified and harmless against any claim and proceedings of any of their own or against the employees or others.
56. No gas cutting equipments or any equipment which are likely to cause damage will be allowed in the CAL premises.

CONDITIONS APPLICABLE TO ONLINE AUCTION METHOD OF BIDDING

57. All Lots listed in the SALE LIST are offered for Sale on E- Auction Basis. All prospective bidders who have registered with Ashvin & Co. and paid EMD to CAL are eligible to participate in E-Auction.
58. Prospective Bidders shall have to pay EMD to CAL as stated above i.e. latest by 4.00 pm on or before 16/03/2018 to become eligible to participate in the Auction.
59. In case of a tie between the online Bid both the bidders will be given an opportunity to submit their revised bids in sealed envelopes on the following working day i.e. on 20th March 2018 CAL management reserves the right to accept or to reject any offer for any reason whatsoever.

DEMO AUCTION

60. To familiarize with the bidding process, a DEMO auction/ MOCK Auction will be arranged in the office of Ashvin & Co. at Vile Parle between 11:30 am to 12:30 pm on 17th March, 2018. Only bidders who have paid EMD will be eligible to participate.
61. Telephonic support will be available during the mock auction ONLY from the office of the Auctioneers Ashvin & Co.

STEPS FOR ACTUAL BIDDING PROCEDURE

- Go to www.ashvinauctioneers.com;
- New Bidders register yourselves by clicking on New User Button.
- Then Ashvin & Co. Admin will activate your account. Please submit Pan Card Copy, GST Copy, Address Proof, Income Tax Return Copy & Shop Act License.
- First Enter in the bidder room use your own - "user name" and "Password".
- Auction Room: A key will be sent to you. A key is to be inserted in Login ID and you will be entered in Auction room.
- Click on to place bid.
- This will take you to the Bidding Page. A separate Window opens which is the Bid room.

- 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.
- E-Auction timings: 10.00 am to 3.00pm

A NOTE OF CAUTION FOR THE BIDDERS

Bidding during the last minutes of e-auction may encounter certain unforeseen problems such as time lag, heavy traffic, system/ power failure at the user end etc.

In order to avoid such problems and also not to lose out bidding, the bidders keen on buying any particular lot, are advised not to postpone the bidding to the last moment and to opt for the autobid options. This option is provided to overcome such technical difficulties.

In the autobid option the bidders can quote the maximum price they are willing to pay. This option will provide enough flexibility.

SPECIAL TERMS & CONDITIONS OF CONCOR AIR LIMITED FOR E-AUCTION

1. The Special Terms & Conditions (STC) of Concor Air Limited (CAL) for the E-Auction shall be in supersession of any terms and conditions of the Auctioneer, M/s Ashvin & Co., in case of any conflict.
2. By registering and participating in the E-Auction of CAL, the Bidder agrees to be bound by the conditions of CAL, STC as stipulated herein.
3. This E-Auction shall be conducted within the framework of the Customs rules and regulations and other applicable laws.
4. The acceptance of the highest bid in the auction for each sale lot of Auction Goods shall be subject to confirmation by Customs and CAL.
5. **‘Auction Goods’:** Auction Goods shall comprise of different categories of customs import and export uncleared / unclaimed goods which are lying in the custody of CAL for which Customs has issued the requisite “no objection” for sale/disposal thereof.
6. **‘Lots’:** Auction Goods may be sold in one or more ‘Lots’ as found suitable, convenient and advantageous in the opinion of CAL or as directed by Customs.
7. Any Lot of Auction Goods or part thereof put up for sale may be withdrawn by CAL/Customs from sale at any time before it is actually sold without disclosing the reserve price and assigning any reason for such withdrawal.
8. **Pre-Bid Security Deposit /EMD:** All payments shall be accepted in the form of DD/BC/PO. The Bidder will have to pay Pre-Bid Security Deposit /Earnest Money Deposit (EMD) as referred at Auction SALE LIST which shall be an interest free deposit, in the form of DD/BC/PO drawn in favor of “Concor Air Limited” payable at Mumbai to be delivered at CAL 2nd floor, heavy cargo building, CSIA, Air Cargo Complex, Sahar, andheri (E) Mumbai-400099 addressed to CAL Disposal Department to participate in the E-Auction.

The Pre-Bid Security Deposit / EMD will have to be deposited with CAL latest by 4pm on or before 16/03/2018 to participate in the E-Auction.

9. **Registration:** The E-Auction Registration Form duly furnished along with necessary documents and Registration fees shall be submitted to Auctioneer M/s Ashvin & Co. G-11 Shrivnivas Building, Opp CKP Co-op Bank, Next to Indubhavan Building, Prathna Samaj Road, Vile Parle (E) Mumbai-400057 by 5:00pm on or before 16/03/2018.
10. **Requirements for participating in E-Auction : Only after**
 - a) completion of Registration formalities with Auctioneer M/s Ashvin & Co., and
 - b) receipt of Pre-Bid Security Deposit /EMD by CAL,within the specified time-period will the Auctioneer activate the User ID of the respective Bidder to participate in the E-Auction. Bidder should mention his/her official e-mail address (only one) in the CAL Registration Form and Auctioneer registration form.
11. **Refund of Pre-Bid Security Deposit / EMD:**

The Bidders who have not participated or whose Bids have not succeeded shall be returned their DD/PO/BC on the next working day after the completion of auction.

EMD of successful Bidders shall be returned their DD/PO/BC upon making full Bid payment inclusive of all taxes. The Pre-Bid Security Deposit / EMD may be adjusted against the total Bid amount payable, if the successful Bidder so desires.
12. **Highest Bids declared on STA basis:** The highest bids will be kept on “STA” (Subject to Approval) basis, and will only be confirmed pursuant to approval by CAL and Customs.
13. **E-Auction Result/ Status:** The status of the highest bids accepted on STA basis will be declared after closing of e-Auction on the Auctioneer website and necessary intimation will be sent to the successful Bidders by Auctioneer via e-mail. The highest bid will be determined after comparing the bids received through e-Auction.

14. **In CAL auctions, all Sale lots results declared successful are on STA basis.** On close of the e-Auction, all the Sale Lots are declared SOLD to highest bidder on STA basis, subject to Reserve Price (R.P.) finalized by CAL and Customs in terms of CBEC Customs Circular No. 50/2005 dated 01-12-2005 and 52/2005 dated 09-12-2005.
15. **Final Confirmation of Bids:** The Auctioneer will intimate the Final Confirmation highest /successful Bidder on receipt of confirmation from CAL as regards acceptance of bids by Customs, who shall as the “Buyer” of the Auction Goods make payments along with all applicable duties and taxes to CAL.
16. **Payment of Bid Amount:** The Buyer has to pay full bid payment, including GST and other taxes as applicable **within 5 working days** from the date of confirmation of bids by Customs and clearance of Bill of Entry filed by CAL through deposit of D.D./P.O./B.C. with CAL. The entire payment shall be paid by the Buyer in one lump-sum and no installment payment will be allowed.
17. **Forfeiture of EMD:** In the event of the failure to make full payment of the Bid Amount within the specified time by the Buyer, the sale relating to such Auction lot(s) will be treated as cancelled and the Pre-Bid Security Deposit/EMD will be forfeited without prejudice to any other rights and remedies available to CAL
18. **STATUTORY PAYMENTS:** The rate of GST, Education Cess or any other statutory Duty/ Tax/ Levy/Charge etc. will be applicable and payable by the successful Bidder as prevailing on the date of actual physical delivery of materials. The rates of the duties and taxes displayed on the E-auction website are only indicative and based on the rates prevailing before the commencement of the e-Auction. All Buyers/successful Bidders must submit their Income Tax Permanent Account Number at the time of making payment of Bid Amount.
19. **License or NOC:** In case of lots of Auction Goods requiring License/NOC formalities, the onus shall remain with the successful Bidder/Buyer to comply with the customs requirements in order to finalize the BoE. The successful Bidder/Buyer will be solely responsible for obtaining and providing the requisite license or NOC, if required for a particular lot/s of Auction Goods, from the respective regulatory authority. CAL shall only process the Bill of Entry (BoE) for clearance of subject lot, upon receipt of the NOC from the successful Bidder/Buyer. CAL shall not be responsible for any delays attributable to receipt of requisite license or NOC. Cancellation of sale by successful Bidder/Buyer on account of failure to obtain the requisite license or NOC will constitute failure to comply with the e-Auction terms and the EMD shall stand forfeited.
20. No sale shall be invalidated by successful Bidder/Buyer by reason of any defect or default in any of the lots of Auction Goods being incorrectly described and no compensation/claim shall be paid in respect of such defaults or errors of description, as the Bidder is deemed to have inspected the lots of Auction Goods before accepting the offer to participate in the e-Auction and deposit of EMD is made.
21. The Auction Goods are sold on “AS IS WHERE IS BASIS” and on “NO COMPLAINT BASIS”. The Auctions Goods lot-wise shall be displayed in full with all faults and flaws and no selection or sorting of the material will be allowed. Quantities, qualities, sizes measurements, numbers and weights stated are approximates. Auction Goods are sold on assumption that the Bidders have inspected the lots prior to the bidding are known what they are bidding for. No reliance must be placed on any description. No complaints will be entertained after sale .The principle of “Caveat Emptor” will apply.
22. The Auctioneer /CAL 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 Auction Goods mentioned in the auction lot displayed in the system. The lots shall be removed in full from the site with all faults and flaws, if any, in description or otherwise and no selection or sorting of the material shall be allowed. No complaint shall be entertained.
23. Bill of Entry (BoE) will be filed with Customs lot-wise. The Buyer will have to make complete payment of Bid Amount for all the lots without exception within the prescribed time period. Delivery of goods shall be given to the actual Buyer or to his/ her representative duly authorized on the original letter head of the firm under his seal and signature.
24. **Delivery Period:** The Auction Goods shall lie at the risk and responsibility of the Buyer in all respect from the time of the closure of e-Auction and must be taken away by the Buyer at his own expense **within 5 working days** from the date of intimation by the Auctioneer to the Buyer to collect the Auction Goods. The said period of 5 working days will be a free Delivery Period and will not attract any demurrage charges. In case, any lot of Auction Good is

withdrawn the complete amount deposited till the declaration of withdrawal including inter alia EMD, complete Bid Amount, as the case may be, shall be refunded to the Buyer.

25. **Delivery Time:** Delivery shall be given only during office hours on any working day, i.e. 10:00 AM to 5:00 PM.
26. **DEFAULT IN LIFTING:** In case of any Default in lifting of materials by the Buyer after completion of all formalities within the prescribed free time limit as stated above:
- The outstanding material may be lifted within 15 (fifteen) days from the invoice date subject to payment of demurrage directly to CAL for the period of delay.
 - The delayed lifting of the lot/s of Auction Goods by the Buyer beyond the prescribed period of 5 days would attract demurrage as per prevailing public tariff at ACC.
 - Bidders must note that it will be the sole discretion of CAL not to allow the Buyer to lift the Goods with or without the demurrage charges after the expiry of the stipulated free Delivery period.
 - If the Auction Goods are not removed / taken delivery within the period specified, as stipulated above, the sale shall stand cancelled and all payments made will be forfeited. CAL shall retain the right to put such lots to sale in subsequent auctions/tender etc.
27. **Delivery by proxy:** Should the successful Bidder/Buyer desire to take delivery of the goods through a representative, he/she must authorize the representative by a letter of authority, duly attesting the signature of the authorized representative along with a copy of a valid ID Proof of the authorized representative which shall be presented to the officer in whose charge the goods are held. Delivery by proxy will be at the Bidders/Buyers responsibility and risk and no claim shall lie against CAL on any account whatsoever.
28. **Removal of materials:** For the purpose of removing the materials, the successful Bidder/ Buyer shall be responsible for:
- Coordinating the date and time with CAL/MIAL in advance and taking prior appointment before placement of Trucks to ensure speedy removal of materials.
 - Employing or engaging only his/ their own personnel and shall keep CAL/MIAL fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc.
 - 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 these Terms & Conditions or any statutory laws, rules and regulations applicable within CAL'S premises, on the part of the Bidder's/Buyer's/ his representative or employees resulting in death or injury to any persons or damages to the property of CAL or any third Party. In such an event the successful Bidder/Buyer will have to pay compensation to any such person including the employees of CAL for such injury/ for damage to property of such persons.
 - The Bidder/Buyer shall keep CAL indemnified from any demand, claims or proceedings made on account of the acts of omission or commission of the Bidder's/Buyer's/ his representative or employees, as the case may be.
29. CAL shall not be responsible or liable for any claims, damages, loss or liabilities, whether direct or consequential, of the Bidders/Buyers if the purchased lots of Auction Goods cannot be delivered due to circumstances beyond their control or due to orders issued by Customs. Participation in the e-Auction is at the sole risk of the Bidder. CAL shall however in case of cancellation of any such lot of Auction Goods refund the amount received to such successful Bidder/Buyer.
30. All leviable duties/charges as applicable, if any shall be borne by the successful Bidder.
31. No exemption certificate will be given to any Bidder/Buyer in respect of any taxes, Octroi or any other statutory charges.
32. Entry for inspection of goods on the date of display will be allowed to a person who has intimated CAL one day in advance to the date of display of goods.
33. Photography, videography, capturing images of documents and/ or goods by mobile phones or through any other electronic device is strictly prohibited. Anyone found in violation shall be debarred from inspecting the auctionable goods and / or participating in the e-auction and the decision of CAL in this regard shall be final.

34. All representations, transactions, objections etc. about this auction, would become inadmissible after expiry of 30 days from the date of auction.
35. You may not use any part of CAL /Auctioneer website on any other website or link to the Website without our prior written consent, except that you may link to this website provided that you do not misrepresent your involvement with this Website and that you do nothing in our opinion that may bring the website into disrepute or in our sole discretion is detrimental to the applicable laws.
36. We reserve the right to transfer, assign or sub-contract all or any of our rights and duties and responsibilities set out in these Terms and Conditions to another party.
37. You shall be suspended or permanently banned from CAL /Auctioneer site if you provide false information when registering, such as a false name or fraudulent contact information. You shall be permanently banned from CAL site and not allowed to participate in CAL auctions/tenders if you are the successful Bidder and you do not honor your auction bid and legal action may be initiated in accordance with applicable laws.
38. No delay or failure by us to exercise any powers, rights or remedies under these Terms and Conditions shall operate as a waiver of them nor shall any single or partial exercise of any such powers, rights or remedies include any other or further exercise of them.
39. The descriptions of item/lots appearing in the auction and in advertising prior to the auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Seller or Auctioneer concerning any item/lot shall be construed as a warranty, either express or implied. ITEM/LOTS ARE SOLD ON "AS IS WHERE IS BASIS AND WHATEVER IT IS" and "NO COMPLAINT BASIS" and "All Goods will be sold on LOT BASIS." By participating in the e-Auction, the Bidder acknowledges and accepts that all item/lots were available for inspection prior to the auction, have been duly inspected and are accordingly acceptable in accordance with these terms.
40. These Terms and Conditions shall be construed in accordance with and governed by the laws of India and each party agrees to submit to the exclusive jurisdiction of the Courts of India.
41. You can only make a bid and use the E-Auction Services if you are registered with CAL as well as with the Auctioneer M/s Ashvin & Co. and have deposited the EMD. You agree to comply with any instructions or notifications posted on the Website from time to time in relation to use of the e-Auction Services.
42. All auctions shall be conducted in Indian currency. You are responsible for ensuring that you have sufficient funds to cover the cost of your Bid Amount and make payment in accordance with the applicable payment method/schedule.
43. By bidding for an item you agree to be bound by any conditions of sale included in the item's description on the Website.
44. If you bid for a lot of Auction Goods through Auctioneer website, you acknowledge and agree that if you have placed the highest bid and Auctioneer website has confirmed acceptance of your bid, you have entered into a legally binding contract to buy the said lot, subject to approval by customs authorities.
45. CAL has full discretion to refuse to accept your bid or withdraw any lot for whatever reason at any time.
46. CAL reserves the right to cancel or stop an e-Auction at any time, such as where the Auction lot/item displayed for auction is directed to be released to the consignee by the customs authorities.
47. You shall check the Auctioneer website to confirm if your bid is successful, in which case you shall comply with the requirement for depositing the complete Bid Amount within the prescribed time frames.
48. No sale shall be invalidated by reason of any defect in any of the lots or on account of any of the lots being inadequately described and no compensation shall be paid in respect of such default or deficiency of description.
49. CAL/ Auctioneer reserves the sole right to make any announcements during the auction including any amendments in the condition mentioned in the catalogue and / or addition deletion of items being offered for sale.

50. CAL reserves the right to modify and amend 'Special Terms and Conditions of CAL' and display the same if need be, while the auction is in progress or prior to commencement of auction.
51. CAL shall not be in any way be 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 be extended accordingly as may be notified.
52. **ARBITRATION:** In case of any dispute, the same shall be referred to a single arbitrator, to be appointed by the **Concor Air Ltd.** and the Arbitration proceedings would be governed by 'Arbitration and Conciliation Act' 1996. The fees and expenses towards arbitration proceedings shall be shared, equally, by the parties to the dispute and shall be paid in advance to arbitrator. The jurisdiction for appealing against the award in a court, or any other proceedings under the Arbitration Act, shall be that of courts in Mumbai city only.
53. **JURISDICTION:** Only the Courts at MUMBAI, INDIA shall have the exclusive jurisdiction to entertain any dispute connected with the arbitration proceedings or any other matter or claim arising out of or in connection with the e-auction. This clause supersedes the Jurisdiction clause specified in the Auctioneer's Terms and Conditions.
54. The final decision in the entire process of e-auction shall be exercised at the sole discretion of CAL on behalf of Indian Customs and consequently Bidder/Buyer expressly consent to the decisions taken by CAL
55. All Bidders/Buyers shall be deemed to have read and acquainted themselves with these Special Terms and Conditions and agree that their bids shall be subject to these terms and conditions.

Guidelines for Bidders

- A. You have to register with Auctioneer M/s Ashvin & Co in order to participate in E-Auction.
- For the complete bidding process and bidding procedure, kindly visit and view the Auctioneer's website as displayed by the Auctioneer on their website <http://www.ashvinauctioneers.com>
- B. For participating in CAL's auction you have to deposit the requisite Pre-Bid Security Deposit /EMD as specified in the Special Terms & Conditions of CAL.
- C. After depositing the Pre-Bid Security Deposit /EMD with CAL the Auctioneer will activate their registration of the respective Bidder upon submission of documents and confirmation of EMD receipt from CAL. Bidder should mention his/her official e-mail address which has been mentioned in the Auctioneer registration form.
- D. The manner of refund of Pre-Bid Security Deposit /EMD is as specified in the Special Terms & Conditions of CAL.
- E. The status of the highest bids accepted on STA basis will be intimated via e-mail.
- F. No personal intimation letters will be sent to the successful Bidders.
- G. CONTACT ADDRESS : Concor Air Ltd ,2nd floor, heavy cargo building, CSIA, Air Cargo Complex, Sahar, Andheri (E) Mumbai-400099 Tel No. 022-66859840/41, 098679 53677 E-mail: export@concorair.in / importcal2014@gmail.com
- H. The Bidder is advised to familiarize themselves with the system of E-auction. For this purpose the Bidders may contact the Auctioneer. The Bidder also undertakes that he would not hold CAL and /or Auctioneer responsible in case of losing out in an auction due to any lack of knowledge on the bidding procedure.
- I. Bidders may be barred by Auctioneer or CAL from participating in CAL's auctions for any reason, including, without limitation, for lack of use or if you have violated or acted inconsistently with the letter or spirit of the Auctioneer's Terms & Conditions and/or CAL's STC.
- J. CAL also reserves the right to not allow a specific bidder from participating in CAL's Auction without assigning any reason whatsoever and without taking note of the fact that the said Bidders are registered with Auctioneer.

CAL SALE LIST

S.No.	Lot No.	Sticker No.	Description	No. of Pkgs.	Gross wght. Kgs.	GST RATE	EMD